



West Virginia Telehealth Alliance, Inc.  
Pilot Program Participants Quarterly Data Report  
For October 30th, 2012

## **1. Project Contact and Coordination Information**

The West Virginia Telehealth Alliance, Inc. (FEIN 20-8962352) is a statewide non-profit organization that is the legally and financially responsible entity under the FCC Rural Health Care Pilot Project. The WVTA's FCC Registration Number is 0017474008.

The West Virginia Telehealth Alliance serves as a coordinating body that involves a consortium of health care entities and organizations from across the state. Participants in the alliance include hospitals, rural health care centers, medical schools (WVU, Marshall, CAMC, and W.Va. School of Osteopathic Medicine), doctors, mental health centers, local health departments, senior groups, consumer groups as well as AFL-CIO and the West Virginia Chamber of Commerce, and major telecommunications companies.

Project leaders for the West Virginia Telehealth Alliance are:

### Project Coordinator

Christopher A Budig  
Executive Director of the WVTA  
and  
Co-Owner  
TC Telehealth and Education Services  
235 High Street, Room 717  
Morgantown, WV 26505  
304-685-1191 (Phone)  
[cabudig@wvtelehealth.org](mailto:cabudig@wvtelehealth.org) and [cabudig@earthlink.net](mailto:cabudig@earthlink.net)

*(Note: Budig is co-owner of TC Telehealth and Education Services, a telehealth and education services consultancy based in Morgantown, W.Va.)*

## **2. Identify all health care facilities included in the network**

The West Virginia Telehealth Alliance is more than just a single network, but will work to develop and connect a number of rural health care networks and ultimately interconnect these into a statewide health care network. This statewide network will be focused on advancing telehealth use, enabling the transmission of electronic medical records and facilitating broader collection and analysis of rural health information.

Attached to this quarterly report is Appendix A, which lists the health care facilities that are eligible to be involved in the W.Va.Telehealth's activities, related to the FCC's Rural Health Care Pilot Program.

## **3. Network Narrative**

Here is an overview of the major projects that the WVTA is undertaking as part of the Rural Health Care Pilot Project and development of our statewide health care network of networks.

### Metro Fiber Project

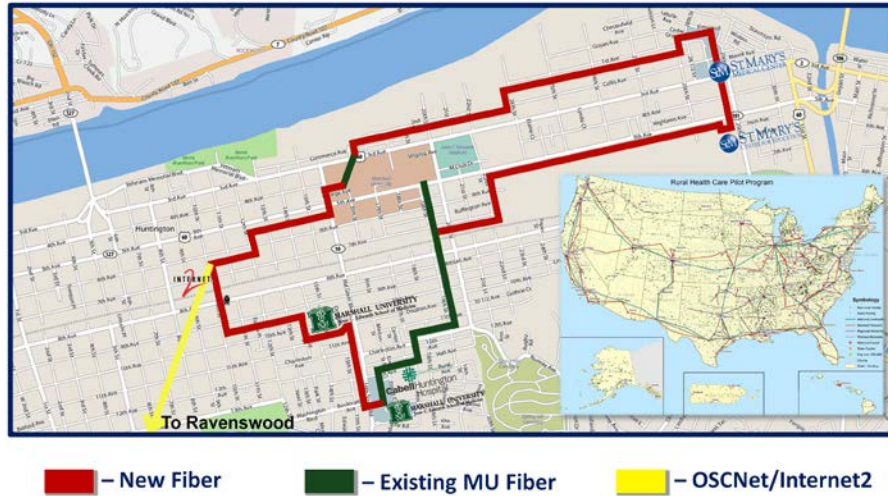
Marshall University continues to have formal meetings with all grant partners to plan on sustainability and usability as well as assist with integration projects.

Provided are details about this project:

- a) Brief description of the backbone network of the dedicated health care network, *e.g.*, MPLS network, carrier-provided VPN, a SONET ring;
  - Marshall University, acting as a coordinating agent and participant of the WVTA, is solicited proposals to provide the agents and participants of the WVTA with the design, installation, testing and acceptance of a fiber optic backbone serving key medical and medical research locations in Huntington, WV as listed herein as Appendix G.



## Huntington Metro Fiber Build Project Fiber Routes



1. Marshall University, serving as the procurement agent for the West Virginia Telehealth Alliance's Robert C. Byrd Biotechnology Science Center (Housing School of Medicine Faculty) to St. Mary's Medical Center
    - 24SM Fiber- Diverse Route
    - Diverse Entrance # 1 into St. Mary's Medical Center
    - 20th St., Huntington, WV
    - 2900 1st Ave, Huntington, WV
  - St. Mary's Medical Center to St. Mary's Medical Education Center
    - 24SM Fiber- Diverse Route
    - Diverse Entrance # 2 into St. Mary's Medical Center
    - Diverse Entrance # 1 into St. Mary's Medical Education Center
    - 2900 1st Ave, Huntington, WV
    - 2825 Fifth Ave, Huntington, WV - Old Big Bear on 29th St. Huntington, WV
  - Marshall University, serving as the procurement agent for the West Virginia Telehealth Alliance's Cabell Hall (Campus fiber connect site only) to St. Mary's Medical Education Center
    - 24SM Fiber- Diverse Route
    - Diverse Entrance # 2 into St. Mary's Medical Education Center
    - 20th St., Huntington, WV
    - 2825 Fifth Ave, Huntington, WV - Old Big Bear on 29th St. Huntington, WV
  - Marshall University, serving as the procurement agent for the West Virginia Telehealth Alliance's Drinko Library (Campus fiber POP) to the Byrd Clinical Center via the AEP APCO AMP Site – 1122 Seventh Ave, Huntington, WV (this is the site of a number of CLEC co-locations and will optimize connectivity to a number of carriers). A service loop adequate to enter and leave this building must be supplied.
- b) Explanation of how health care provider sites will connect to (or access) the network, including the access technologies/services and transmission speeds;

- In future phases of the West Virginia Telehealth Alliance's RHCPP Project, rural clinics that have normal referral patterns or are remote locations to any of the three Huntington facilities (Cabell Huntington Hospital, Saint Mary's Medical Center and Marshall University Physicians and Surgeons) will have spoke Metropolitan Ethernet connections from these major health care facilities that are linked via fiber. These rural facilities have daily clinical, educational and business interactions with their associated major healthcare facilities. All locations are actively engaged in Electronic Medical Records, Medical Imaging and remote clinical education. The West Virginia Telehealth Alliance has developed a bold plan for the advancement of telehealth adoption and telemedicine utilization in West Virginia, particularly in areas that are rural and medically underserved and face significant rural economic and demographic obstacles. Greater use of a dedicated network of advanced telecommunication and information infrastructure is vital to enabling rural health care centers in our state to access and leverage telehealth applications, information systems and educational resources.
- c) Explanation of how and where the network will connect to a national backbone such as NLR or Internet2;
- The Huntington Metro Fiber Ring will provide a loop to the American Electric Power (AEP) APCO AMP Site – 1122 Seventh Ave, Huntington, WV. This is the site of a number of CLEC co-locations and will optimize connectivity to a number of carriers, including OSCNet (OARnet). A service loop adequate to enter and leave this building must be supplied. Internet2 access and subscription will be part of a future RFP.
- d) Number of miles of fiber construction, and whether the fiber is buried or aerial;
- Approximately 7 miles of a combination of both areal and buried fiber are defined for this portion of the WV Telehealth Alliance project.
- e) Special systems or services for network management or maintenance (if applicable) and where such systems reside or are based.
- A standard network equipment RFP will be issued in the next few months for the associated fiber locations. Network operating services will be provided by Marshall University Information Technology Office of Telecommunications. This will be provided to the Huntington Metro Fiber Build Project at no cost during the grant period.

#### Wide Area Network (WAN) Telecommunications services and Internet Enhancements

The WVTA stated implementation of the advanced broadband connections as part of the five funding commitment letters as part of its Request for Proposal (RFP #2) for Wide Area Network (WAN) telecommunications services and Internet access: <http://www.usac.org/rhc-pilot-program/tools/search-postings-2009.aspx#WV>. The eligible health care entities that will benefit from these funding commitment letters are identified on Appendix D (Sustainability Plan) – Addendum A.

The WVTA's WAN-Telco services enhancements will help to improve services and establish inter-connected broadband health care networks. This improved broadband connectivity will provide a number of benefits:

- 1) Enable greater use of telehealth services and connections that will enable improved diagnostic capabilities and specialty treatment options;
- 2) Enable better group purchasing power and enhanced reliability and quality of service;
- 3) Foster tele-training and educational opportunities; and
- 4) Dedicated virtual private networks to ensure security, reliability and connectivity.

This project also will lay the foundation to begin to interconnect these networks into a seamless, interoperable statewide dedicated broadband health care network not only for telehealth, but also for future needs such as advanced electronic medical record transmission and use.

#### Inter-carrier Hub

The WVTA's Inter-carrier Hub project will allow all created networks from RFP02 to communicate to each other. This project is in phase one and moving along well.

#### **4. List of Connected Health Care Providers**

As of October 30th, 2012, the West Virginia Telehealth Alliance has attached the following eligible sites (see below) and non-eligible health care provider sites as part of the alliance's RHCPP plan. All sites less 15 sites have now been activated and handed off to the health care awarded sites.

As part of RFP02, our rural healthcare broadband rollout can provide the following information:

**List of Connected Health Care Providers: Provide information below for all eligible and non-eligible health care provider sites that, as of the close of the most recent reporting period, are connected to the network and operational.**

- a) Health care provider site; Attached Table
- b) Eligible provider (Yes/No): Attached Table
- c) Type of network connection (e.g., fiber, copper, wireless); Attached Table
- d) How connection is provided (e.g., carrier-provided service; self-constructed; leased facility); Attached Table
- e) Service and/or speed of connection (e.g., DS1, DS3, DSL, OC3, Metro Ethernet (10 Mbps); Attached Table
- f) Gateway to NLR, Internet2, or the Public Internet (Yes/No); The WV TeleHealth Alliance did not issue the Internet2 RFP. Marshall University School of Medicine already had an Internet2 Gateway that is provided by Marshall University via OarNet. This connection is not part of the FCC grant. The fiber connection to the Co-Location facility will improve Internet2 access for the Marshall University School of Medicine. Federal Communications Commission FCC 07-198 74: Attached Table
- g) Site Equipment (e.g., router, switch, SONET ADM, WDM), including manufacturer name and model number. (attached)
- h) Provide a logical diagram or map of the network.

See Appendices E, F, and G for Marshall/Metro Fiber Project.

At Wheeling Hospital the following information:

Wheeling Hospital, 1 Medical Park, Wheeling WV 26003 -> work completed 2/15/2011.

b=yes, c-fiber, d-carrier provided, e-100Mbps fiber to cloud and 10Mbps fiber to Internet, f-public internet on 10Mbps only, g-LightningEdge 311b switch

Belmont Community Hospital, 4697 Harrison Street, Bellaire OH 43906 -> work completed 2/21/2011.

b=yes, c-fiber, d-carrier provided, e-100Mbps fiber to cloud, f-to cloud only, g-LightningEdge 311b switch

Pediatric Rehab, 815 Warden Run Road, Wheeling WV 26003 -> work completed 2/21/2011.

b=yes, c-fiber, d-carrier provided, e-100Mbps fiber to cloud, f-to cloud only, g-LightningEdge 311b switch

St. Clairsville Clinic, 51339 National Road, St. Clairsville OH 43906 -> work completed 2/18/2011.  
b=yes, c-fiber, d-carrier provided, e-10Mbps fiber to cloud and 10Mbps fiber to Internet, f-10Mbps Internet and 10Mbps cloud, g-LightningEdge 311b switch

Wellsburg Clinic, 1423 Commerce Street, Wellsburg WV 26070 -> work completed 2/17/2011.  
b=yes, c-fiber, d-carrier provided, e-10Mbps fiber to cloud, f-to cloud only, g-LightningEdge 311b switch

Belmont Community Health Center, 3000 Guernsey Street, Bellaire OH 43906 -> work completed 2/18/2011.  
b=yes, c-fiber, d-carrier provided, e-10Mbps fiber to cloud, f-to cloud only, g-LightningEdge 311b switch

Wheeling Clinic, 48 16th Street, Wheeling WV 26003 -> work completed 2/21/2011.  
b=yes, c-fiber, d-carrier provided, e-10Mbps fiber to cloud, f-to cloud only, g-LightningEdge 311b switch

Bow Street Warehouse, 513 McColloch Street, Wheeling WV 26003 -> work completed 2/15/2011.b-no,  
c-fiber, d-carrier provided, e-10Mbps fiber to cloud, f-to cloud only, g-LightningEdge 311b switch

See Appendix I for Wheeling Hospitals

At West Virginia University Health Systems / UHA

- a. Health care provider site;
  - b. Eligible provider (Yes/No);
  - c. Type of network connection (e.g., fiber, copper, wireless);
  - d. How connection is provided (e.g., carrier-provided service; self-constructed; leased facility);
  - e. Service and/or speed of connection (e.g., DS1, DS3, DSL, OC3, Metro Ethernet (10 Mbps);
  - f. Gateway to NLR, Internet2, or the Public Internet (Yes/No);
- Federal Communications Commission FCC 07-198
- g. Site Equipment (e.g., router, switch, SONET ADM, WDM), including manufacturer name and model number.

Reedsville

14 Comfort Drive, Reedsville, WV 26547

Yes

Fiber / Elan

Ntelos - Carrier

Elan 10MB

Yes

Cisco 2960

Note: Disconnected 9/1/11

Kingwood

328 Tunnelton Street,  
Kingwood, WV 26537

Yes

Fiber / Elan

Ntelos - Carrier

Elan 10MB

Yes

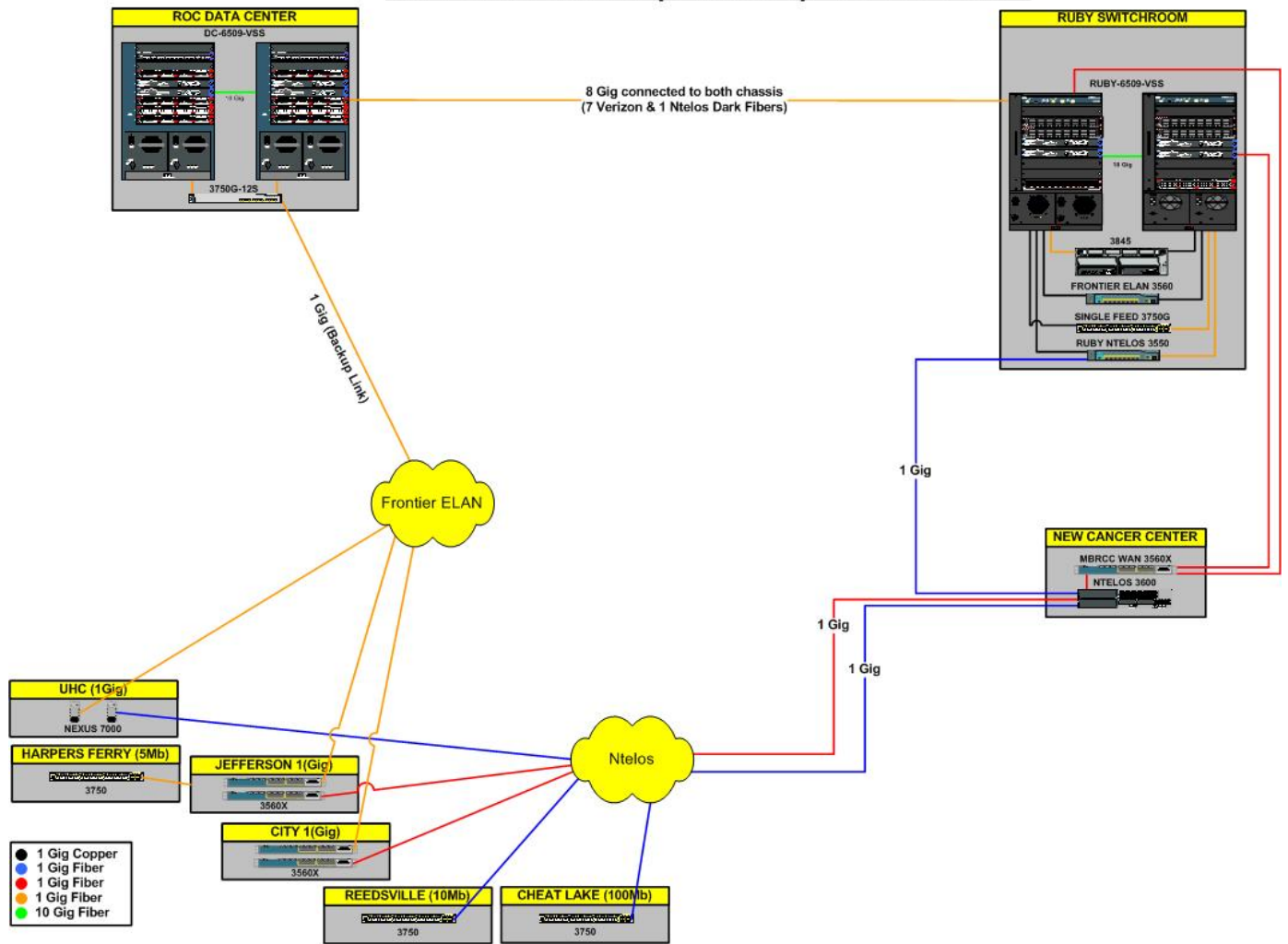
Cisco 3750 / Cisco  
2960

UHC  
327 Medical Park Drive  
Yes  
Fiber/Elan  
Ntelos – Carrier  
Yes  
Cisco 3750/Cisco 2960

Jefferson  
301 South Preston Street, Ranson, WV 25438  
Yes  
Fiber / Elan  
Ntelos - Carrier  
Elan 1G  
Yes  
Cisco 3560x

City  
Dry Run Road, Martinsburg, WV 25402  
Yes  
Fiber / Elan  
Ntelos - Carrier  
Elan 1G  
Yes  
Cisco 3560x

## WVUHS WAN (Phase1) 10-28-2011



See Appendix H for West Virginia University Health Systems

At Community Network of West Virginia the following information:

- Health care provider site; CHNWX Site 5, Co location site.
- Eligible provider (Yes/No); No
- Type of network connection (e.g., fiber, copper, wireless); Fiber and copper
- How connection is provided (e.g., carrier-provided service; self-constructed; leased facility); Carrier / Ntelos
- Service / speed of connection ( DS1, DS3, DSL, OC3, Metro Ethernet (10 Mbps); 100 Mbps Wan and 10 MB internet
- Gateway to NLR, Internet2, or the Public Internet (Yes/No); Yes
- Site Equipment (e.g., router, switch, SONET ADM, WDM), including manufacturer name and model number.



Cisco / unknown

h. Next quarterly report map to be provided

At **Beckley Health Right** the following information:

a. Health care provider site; Beckley Health Right main location

b. Eligible provider(Yes/No); yes

c. Type of network connection (e.g., fiber, copper, wireless); cooper

d. How connection is provided (e.g., carrier-provided service; self-constructed; leased facility); carrier Ntelos

e. Service and/or speed of connection (e.g., DS1, DS3, DSL, OC3, Metro Ethernet (10 Mbps); T-1

f. Gateway to NLR,Internet2, or the Public Internet (Yes/No); Public Internet, yes

g. Site Equipment (e.g., router, switch, SONET ADM, WDM), including manufacturer name and model number.

unknown

h. Provide a logical diagram or map of the network. Independent site

#### **CHNWV17 - Lincoln County Primary Care, Gilbert**

Connected on 10/3/11

Connection Type: DS1

Connection Speed: 1.5 Mbps

Lincoln to provide their own router which is an Adtran router.

#### **CHNWV40 – Tri- County, Rock Cave**

a. Healthcare Provider site, Rock Cave

b. Eligible Provider, yes

c. Type of network connection,

d. How connection is provided, carrier, Frontier

e. Service Type,

f. Gateway, Public

g. Site Equipment, TBA

h. Diagram/map of Network, TBA

**CHNWV18 – Lincoln County, Man**

- a. Healthcare Provider site, Man
- b. Eligible Provider, yes
- c. Type of network connection,
- d. How connection is provided, carrier, Frontier
- e. Service Type,
- f. Gateway, Public
- g. Site Equipment, TBA
- h. Diagram/map of Network, TBA

**CHNWV44 – Tug River, Northfork**

- A. Healthcare Provider site, Northfork
- B. Eligible Provider, yes
- C. Type of network connection,
- D. How connection is provided, carrier, Frontier
- E. Service Type,
- F. Gateway, Public
- G. Site Equipment, TBA
- H. Diagram/map of Network, TBA

**CHNWV46 – Tug River Health, Welch**

- A. Healthcare Provider site, Welch
- B. Eligible Provider, yes
- C. Type of network connection,
- D. How connection is provided, carrier, Frontier
- E. Service Type,
- F. Gateway, Public
- G. Site Equipment, TBA
- H. Diagram/map of Network, TBA

**CHNWV43 – Tug River Health - Gary**

- A. Healthcare Provider site, Gary
- B. Eligible Provider, yes
- C. Type of network connection,
- D. How connection is provided, carrier, Frontier
- E. Service Type,
- F. Gateway, Public
- G. Site Equipment, TBA
- H. Diagram/map of Network, TBA

**CHNWV27 – Pendleton Community Care - Franklin**

- A. Healthcare Provider site, Franklin
- B. Eligible Provider, yes
- C. Type of network connection,
- D. How connection is provided, carrier, Frontier
- E. Service Type,
- F. Gateway, Public
- G. Site Equipment, TBA
- H. Diagram/map of Network, TBA

**CHNWV41 – Tri-County - Marlinton**

- A. Healthcare Provider site, Marlinton
- B. Eligible Provider, yes
- C. Type of network connection,

- D. How connection is provided, carrier, Frontier
- E. Service Type,
- F. Gateway, Public
- G. Site Equipment, TBA
- H. Diagram/map of Network, TBA

**CHNWV30- Primary Care – Clay**

- A. Healthcare Provider site, Clay
- B. Eligible Provider, yes
- C. Type of network connection,
- D. How connection is provided, carrier, Frontier
- E. Service Type,
- F. Gateway, Public
- G. Site Equipment, TBA
- H. Diagram/map of Network, TBA

**CHNWV47 – Tug River Health - Wilcoe**

- A. Healthcare Provider site, Wilcoe
- B. Eligible Provider, yes
- C. Type of network connection,
- D. How connection is provided, carrier, Frontier
- E. Service Type,
- F. Gateway, Public
- G. Site Equipment, TBA
- H. Diagram/map of Network, TBA

**CHNWV38 – Tri-County Health – Gassaway**

- A. Healthcare Provider site, Gassaway

- B. Eligible Provider, yes
- C. Type of network connection,
- D. How connection is provided, carrier, N'telos
- E. Service Type,
- F. Gateway, Public
- G. Site Equipment, TBA
- H. Diagram/map of Network, TBA

**CHNWV39 – Tri-County Health – Helvetia**

- A. Healthcare Provider site, Helvetia
- B. Eligible Provider, yes
- C. Type of network connection,
- D. How connection is provided, carrier, N'Telos
- E. Service Type,
- F. Gateway, Public
- G. Site Equipment, TBA
- H. Diagram/map of Network, TBA

**CHNWV42 – Tri-County Health – West Milford**

- A. Healthcare Provider site, West Milford
- B. Eligible Provider, yes
- C. Type of network connection,
- D. How connection is provided, carrier, N'Telos
- E. Service Type,
- F. Gateway, Public
- G. Site Equipment, TBA
- H. Diagram/map of Network, TBA

**CHNWV45 – Tug River Health – Pineville**

- A. Healthcare Provider site, Pineville
- B. Eligible Provider, yes
- C. Type of network connection,
- D. How connection is provided, carrier, N'Telos
- E. Service Type,
- F. Gateway, Public
- G. Site Equipment, TBA
- H. Diagram/map of Network, TBA

**CHNWV13 – Lincoln County – Griffithville**

- A. Healthcare Provider site, Griffithville
- B. Eligible Provider, yes
- C. Type of network connection,
- D. How connection is provided, carrier, N'Telos
- E. Service Type,
- F. Gateway, Public
- G. Site Equipment, TBA
- H. Diagram/map of Network, TBA

**CHNWV08 – CHNWV - Huntington**

- A. Healthcare Provider site, Griffithville
- B. Eligible Provider, yes
- C. Type of network connection,
- D. How connection is provided, carrier, N'Telos
- E. Service Type,
- F. Gateway, Public

G. Site Equipment, TBA

H. Diagram/map of Network, TBA

**CAMC10 – CAMC – Memorial**

A. Healthcare Provider site, Memorial

B. Eligible Provider, yes

C. Type of network connection,

D. How connection is provided, carrier, FiberNet

E. Service Type,

F. Gateway, Public

G. Site Equipment, TBA

H. Diagram/map of Network, TBA

**CAMC11 – CAMC – Teays Valley**

A. Healthcare Provider site, Teays Valley

B. Eligible Provider, yes

C. Type of network connection,

D. How connection is provided, carrier, FiberNet

E. Service Type,

F. Gateway, Public

G. Site Equipment, TBA

H. Diagram/map of Network, TBA

**CAMC12 – CAMC – Women & Children**

A. Healthcare Provider site, W&C

B. Eligible Provider, yes

C. Type of network connection,

D. How connection is provided, carrier, FiberNet

- E. Service Type,
- F. Gateway, Public
- G. Site Equipment, TBA
- H. Diagram/map of Network, TBA

**CAMC25 – CAMC – Highland Hospital – Highland Process Strategies**

- A. Healthcare Provider site, Highland Process Strategies
- B. Eligible Provider, yes
- C. Type of network connection,
- D. How connection is provided, carrier, FiberNet
- E. Service Type,
- F. Gateway, Public
- G. Site Equipment, TBA
- H. Diagram/map of Network, TBA

**CAMC26 – CAMC – Highland Hospital – Main Hospital**

- A. Healthcare Provider site, Highland Hospital
- B. Eligible Provider, yes
- C. Type of network connection,
- D. How connection is provided, carrier, FiberNet
- E. Service Type,
- F. Gateway, Public
- G. Site Equipment, TBA
- H. Diagram/map of Network, TBA



**CAMC50 – Roane General – Spencer**

- A. Healthcare Provider site, Spencer
- B. Eligible Provider, yes
- C. Type of network connection,
- D. How connection is provided, carrier, FiberNet
- E. Service Type,
- F. Gateway, Public
- G. Site Equipment, TBA
- H. Diagram/map of Network, TBA

**CAMC63 – CAMC – General**

- A. Healthcare Provider site, General
- B. Eligible Provider, yes
- C. Type of network connection,
- D. How connection is provided, carrier, FiberNet
- E. Service Type,
- F. Gateway, Public
- G. Site Equipment, TBA
- H. Diagram/map of Network, TBA

**CAMC64 – CAMC – Cross Lanes**

- A. Healthcare Provider site, Cross Lanes
- B. Eligible Provider, yes
- C. Type of network connection,
- D. How connection is provided, carrier, FiberNet
- E. Service Type,
- F. Gateway, Public

G. Site Equipment, TBA

H. Diagram/map of Network, TBA

**CAMC65 – CAMC – SVI**

A. Healthcare Provider site, SVI

B. Eligible Provider, yes

C. Type of network connection,

D. How connection is provided, carrier, FiberNet

E. Service Type,

F. Gateway, Public

G. Site Equipment, TBA

H. Diagram/map of Network, TBA

**CAMC68 – CAMC – Southridge**

A. Healthcare Provider site, Southridge

B. Eligible Provider, yes

C. Type of network connection,

D. How connection is provided, carrier, FiberNet

E. Service Type,

F. Gateway, Public

G. Site Equipment, TBA

H. Diagram/map of Network, TBA

**CAMC69 – CAMC – Kanawha City**

A. Healthcare Provider site, Kanawha City

B. Eligible Provider, yes

C. Type of network connection,

D. How connection is provided, carrier, FiberNet

- E. Service Type,
- F. Gateway, Public
- G. Site Equipment, TBA
- H. Diagram/map of Network, TBA

**CAMC71 – CAMC – Sports Med**

- A. Healthcare Provider site, Sports Med
- B. Eligible Provider, yes
- C. Type of network connection,
- D. How connection is provided, carrier, FiberNet
- E. Service Type,
- F. Gateway, Public
- G. Site Equipment, TBA
- H. Diagram/map of Network, TBA

**CAMC73 – CAMC – Urology**

- A. Healthcare Provider site, Urology
- B. Eligible Provider, yes
- C. Type of network connection,
- D. How connection is provided, carrier, FiberNet
- E. Service Type,
- F. Gateway, Public
- G. Site Equipment, TBA
- H. Diagram/map of Network, TBA

**CAMC75 – CAMC – St. Albans**

- A. Healthcare Provider site, St. Albans
- B. Eligible Provider, yes
- C. Type of network connection,
- D. How connection is provided, carrier, FiberNet
- E. Service Type,
- F. Gateway, Public
- G. Site Equipment, TBA
- H. Diagram/map of Network, TBA

**VHS102 – Valley – Fort Gay**

- A. Healthcare Provider site, Ft. Gay
- B. Eligible Provider, yes
- C. Type of network connection,
- D. How connection is provided, carrier, FiberNet
- E. Service Type,
- F. Gateway, Public
- G. Site Equipment, TBA
- H. Diagram/map of Network, TBA

**VHS103 – Valley – Harts**

- A. Healthcare Provider site, Harts
- B. Eligible Provider, yes
- C. Type of network connection,
- D. How connection is provided, carrier, FiberNet
- E. Service Type,
- F. Gateway, Public
- G. Site Equipment, TBA

H. Diagram/map of Network, TBA

**VHS104 – Valley – Hal Greer**

A. Healthcare Provider site, Hal Greer

B. Eligible Provider, yes

C. Type of network connection,

D. How connection is provided, carrier, FiberNet

E. Service Type,

F. Gateway, Public

G. Site Equipment, TBA

H. Diagram/map of Network, TBA

**VHS105 – Valley – Women's Place**

A. Healthcare Provider site, Women's Place

B. Eligible Provider, yes

C. Type of network connection,

D. How connection is provided, carrier, FiberNet

E. Service Type,

F. Gateway, Public

G. Site Equipment, TBA

H. Diagram/map of Network, TBA

**VHS106 – Valley – Third Ave**

A. Healthcare Provider site, Third Ave

B. Eligible Provider, yes

C. Type of network connection,

- D. How connection is provided, carrier, FiberNet
- E. Service Type,
- F. Gateway, Public
- G. Site Equipment, TBA
- H. Diagram/map of Network, TBA

**VHS107 – Valley – Westmoreland**

- A. Healthcare Provider site, Westmoreland
- B. Eligible Provider, yes
- C. Type of network connection,
- D. How connection is provided, carrier, FiberNet
- E. Service Type,
- F. Gateway, Public
- G. Site Equipment, TBA
- H. Diagram/map of Network, TBA

**VHS108 – Valley – Guyandotte**

- A. Healthcare Provider site, Guyandotte
- B. Eligible Provider, yes
- C. Type of network connection,
- D. How connection is provided, carrier, FiberNet
- E. Service Type,
- F. Gateway, Public
- G. Site Equipment, TBA
- H. Diagram/map of Network, TBA

**VHS01 – Valley – Cedar Grove**

- A. Healthcare Provider site, Cedar Grove

- B. Eligible Provider, yes
- C. Type of network connection,
- D. How connection is provided, carrier, FiberNet
- E. Service Type,
- F. Gateway, Public
- G. Site Equipment, TBA
- H. Diagram/map of Network, TBA

**VHS10 – Valley – Pediatrics**

- A. Healthcare Provider site, Pediatrics
- B. Eligible Provider, yes
- C. Type of network connection,
- D. How connection is provided, carrier, FiberNet
- E. Service Type,
- F. Gateway, Public
- G. Site Equipment, TBA
- H. Diagram/map of Network, TBA

**VHS11 – Valley – Hurricane**

- A. Healthcare Provider site, Hurricane
- B. Eligible Provider, yes
- C. Type of network connection,
- D. How connection is provided, carrier, FiberNet
- E. Service Type,
- F. Gateway, Public
- G. Site Equipment, TBA

**VHS13 – Valley – Kermit**

- A. Healthcare Provider site, Hurricane
- B. Eligible Provider, yes
- C. Type of network connection,
- D. How connection is provided, carrier, FiberNet
- E. Service Type,
- F. Gateway, Public
- G. Site Equipment, TBA

**VHS14 – Valley – Milton**

- A. Healthcare Provider site, Milton
- B. Eligible Provider, yes
- C. Type of network connection,
- D. How connection is provided, carrier, FiberNet
- E. Service Type,
- F. Gateway, Public
- G. Site Equipment, TBA

**VHS15 – Valley – Wayne**

- A. Healthcare Provider site, Wayne
- B. Eligible Provider, yes
- C. Type of network connection,
- D. How connection is provided, carrier, FiberNet
- E. Service Type,
- F. Gateway, Public
- G. Site Equipment, TBA

The sites that have come up this quarter still own the WVTA additional information to complete these profiles. We hope



to have this provided to the WVTA by the January Quarterly Report.

At West Virginia Health Right:

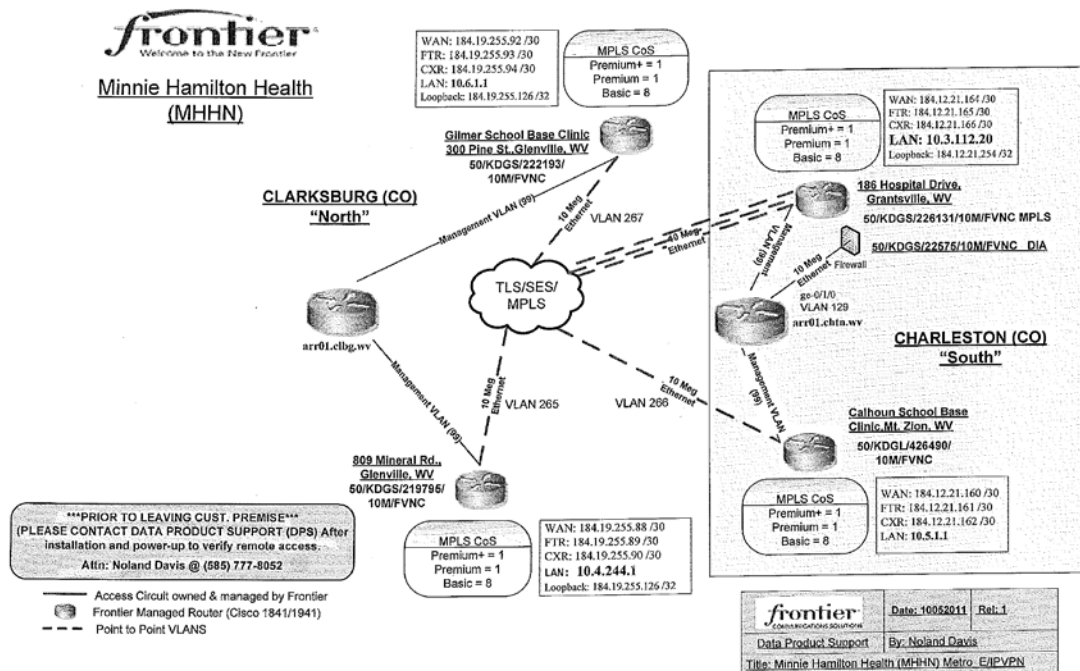
- a. Health care provider site; main location
- b. Eligible provider(Yes/No); yes
- c. Type of network connection (e.g., fiber, copper, wireless); copper
- d. How connection is provided (e.g., carrier-provided service; self-constructed; leased facility); carrier / Ntelos
- e. Service and/or speed of connection (e.g., DS1, DS3, DSL, OC3, Metro Ethernet (10 Mbps); T-1
- f. Gateway to NLR,Internet2, or the Public Internet (Yes/No); Public Internet / yes
- g. Site Equipment (e.g., router, switch, SONET ADM, WDM), including manufacturer name and model number.  
unknown
- h. Provide a logical diagram or map of the network. Independent site

At Minnie Hamilton

<b>Minnie Hamilton Health System</b>	<b>Eligible Provider</b>	<b>Network Type</b>	<b>Provided Connection</b>	<b>Service/Speed</b>
186 Hospital Drive, Grantsville	Yes	Copper	Carrier-Provided Service	MPLS 10Mbps
Calhoun School Base, Mt. Zion	Yes	Fiber?	Carrier-Provided Service	MPLS 10Mbps
809 Mineral Rd, Glenville	Yes	Copper	Carrier-Provided Service	MPLS 10Mbps
300 Pine St, Glenville	Yes	Copper	Carrier-Provided Service	MPLS 10Mbps

\* 10 Mbps Ethernet for public internet at the 186 Hospital Drive location. The other three sites will use this connection

	<b>Public Internet</b>	<b>Site Equipment</b>
186 Hospital Drive, Grantsville	Yes	Router – Cisco 1841 MPLS Link
Calhoun School Base, Mt. Zion	Yes	Unknown
809 Mineral Rd, Glenville	Yes	Unknown
300 Pine Street, Glenville	Yes	Unknown



## 5. Non-recurring and recurring costs and budgets

Funds from the FCC's RHCPP are to be used as part of a statewide effort to upgrade broadband connections to eligible hospitals and rural health centers across the state and to establish or bolster rural health care networks. The W.Va. Telehealth Alliance's project plan and budget is incorporated in Appendix D (Sustainability Plan) – Addendum B.

## 6. Cost Apportionment and Sources of Funds

The West Virginia Telehealth Alliance is using its FCC RHCPP funds for projects involving only eligible entities. Each eligible entity will be required to provide the necessary 15 percent match. The apportionment and allocation of these funds (roughly \$9.7 million) are outlined, generally, as part of Appendix D (Sustainability Plan) – Addendum B.

Other sources of financial support and anticipated revenues that are paying for costs not covered by the fund and by Pilot Program participants include:

- In 2007 the West Virginia Telehealth Alliance received a \$300,000 grant from The Claude Worthington Benedum Foundation that provided financial support for the alliance's initial administrative needs, both for the RHCPP and other alliance projects and activities.
- In addition, the West Virginia Health Care Authority (WVHCA) has provided a \$550,000 grant to provide a source of funds to help reimburse rural health care centers with the project's 15 percent match requirement or address any financial match short-comings a center may experience during the pilot program. A portion of these funds (\$100,000) is being used for professional services and administrative costs.

- The W.Va. Telehealth Alliance has received two grant awards (\$125,000 each) from the W.Va. Department of Health and Human Resources. Those funds have been provided to help with administrative and program implementation expenses.
- In late December 2009, the West Virginia Telehealth Alliance received a \$200,000 grant from The Claude Worthington Benedum Foundation that will provide resources for a telehealth education and outreach project.
- In October 2010 the West Virginia Telehealth Alliance received a \$100,000 grant from The Claude Worthington Benedum Foundation that will provide resources for professional services and administrative activities of the alliance.

The remaining time for such assistance is as follows:

#### Administrative Funds

- The initial funds from the Benedum Foundation were expended throughout calendar years 2008 and 2009.
- Funds from the W.Va. DHHR grant sustained the organization from late 2009 and into mid 2010.
- \$100,000 in grant funds from The Claude Worthington Benedum Foundation that will be used in 2011 and 2012 to help sustain professional services and administrative activities of the alliance.
  - As of October 30, 2012 the W.Va. Telehealth Alliance has utilized all funds from our Benedum administrative grant.
- A portion (\$100,000) of the funds provided by a grant from the state Health Care Authority (WVHCA) will be used to help cover administrative and professional services expenses.
  - As of July October, 2012, the WVTA had no monies available in “administrative” funds provided as part of the Health Care Authority grant.
- The “telehealth outreach” grants funds from the Benedum Foundation will be expended in 2010 and 2011.
  - As of October 30, 2012, the W.Va. Telehealth Alliance had \$97,028.82 in available funds.
- The WVTA collects a 6% administration fee from all awarded sites for MRC billing. As of October 30, 2012, the WVTA has \$ 11, 236.68 collected for future administrative uses.

#### Restricted Funds

- Most of the grant funds from the WVHCA are in a “restricted” account and will be used over the duration of the RHCPP to help with RHCPP matching needs. To date, \$78,955.70 of the WVHCA’s restricted dollars have been spent towards the 15% matches for the WVTA.
  - As of October 30th, 2012, the W.Va. Telehealth Alliance had \$ 122,667.00 in available WVHCA restricted account funds.

Each participant in the WVTA’s RHCPP will be required to provide the necessary 15 percent match amount, which is designed to ensure that the participant has a direct financial connection and commitment to the project and helps to ensure that the health care center appreciates the need for ongoing sustainability.

### **7. Identify any technical or non-technical requirements or procedures necessary for ineligible entities to connect to the participant’s network.**

The W.Va. Telehealth Alliance’s plan does not anticipate allowing ineligible entities to participate or connect.

### **8. Project Management**

The project is managed by the board of directors of the West Virginia Telehealth Alliance, and day-to-day services and activities are being provided by contracted experts/staff – project coordinator, technical coordinator, USAC compliance coordinator, etc. An updated roster of the WVTA's board is attached (see attached Appendix B).

The WVTA's project plan/schedule is included in Appendix C. The alliance worked during the period January 30 to October 30th, 2012 these key projects:

- 1) Implementation of our advanced broadband network is close to completion. The connections to 90 eligible locations (hospitals and rural health clinics) as part of the alliance's planned first advanced broadband services RFP should be completed by December 2012.
- 2) The RFP04 Hub project's is well along. All equipment has been ordered and received. Telecommunication lines are being installed and the work on the installation of the routers of for use in the Hub project is being scheduled.
- 3) Work on the creation of the WVTA's toolbox for Telehealth use in West Virginia continues to move forward. The launch of this toolbox is hoped to occur by years end.
- 4) WVTA participated in the first MATRC board meeting and telehealth education activities.
- 5) WVTA met the required June 30<sup>th</sup> deadline for committing all funds awarded to the WVTA by submitting five 466 A packages for redistribution of uncommitted funding.
- 6) Major network redesign work for our CHNWX network group via Site Substitutions were completed in the July quarter.
- 7) All site substitutions requests and the DE commitment of one health group, Cabin Creek Health was completed in the July quarter.

The alliance also continued to spend time and energy to comply with procedures as outlined by USAC.

To complement the broadband enhancements being provided by the RHCPP, the alliance also is set to implement a statewide telehealth outreach and education project.

As the WVTA progresses in the implementation of its plans bridging 2012 into 2013, we will continue connecting more eligible health care providers to respective networks, we will continue to provide the required updates and information regarding connection dates, etc.

#### Project Benefits: Metro Fiber

Here is an outline of the benefits that are being provided from the alliance's Metro Fiber Build project:

This project provides a metropolitan fiber connection environment (1 gig) to facilitate eligible health care services at and among these institutions:

- Marshall University (for its health education programs, courses)
- Marshall University Joan C. Edwards School of Medicine
- St. Mary's Medical Center
- Cabell-Huntington Hospital

The three medical facilities (MUSOM, St. Mary's and Cabell-Huntington) provide medical and health care services to rural populations living and working in a multi-county, tri-state geographic region. They also serve as specialty medical and treatment centers (cardiovascular, neuroscience/stroke, cancer treatment, etc.) for rural residents who are referred from rural health care clinics and physicians. Finally, the fiber build project not only will provide advanced broadband interconnection among these institutions for the exchange of health information and health education purposes, but it also will allow rural health centers to access remotely (via telehealth) the physicians and specialists at these interconnected organizations.

Specifically, two rural health care centers will benefit as part of the Metro Fiber Build project. These are Lincoln Primary Care (in Lincoln County) and Tug River Health Association (in McDowell County).

Historically, there has been an advanced telecommunications network already established between Tug River, The Community Health Network of West Virginia, and Marshall University. Once the Huntington metro-fiber ring is complete, Tug River will have the ability to use specialists at Cabell-Huntington Hospital and St. Mary's Medical Center as well as Marshall University all through this single connection point. Finally, both Lincoln Primary and Tug Valley Health will be seeking to expand their existing broadband connectivity to 10 meg as part of a second RFP that is being finalized by the WVTA. Both of these facilities have historically been used as demonstration sites for many rural health programs and have received numerous grants to promote and sustain their connectivity.

#### Project Benefits: Telco Service/Broadband Enhancements

Using the FCC funds, the WVTA will work to develop more than just a single network, but will work to develop and connect a number of rural health care networks and ultimately interconnect these into a statewide health care network focused on advancing telehealth use and enabling the transmission of electronic medical records and broader collection and analysis of rural health information.

Benefits from improving broadband services and network interconnections from among eligible health care facilities will be to:

- Provide advanced broadband connectivity to facilitate enhanced healthcare delivery to rural medically underserved regions using telehealth/telemedicine technologies;
- Help rural locations have increased access to health care and supporting services while containing or decreasing healthcare costs;
- Aid in the dissemination of relevant information, training, and technical assistance to healthcare organizations and providers to assist them with the adoption, deployment and utilization of new and emerging telehealth technologies for patient treatment and care coordination;
- Increase the use of distance learning in public health and medical care;
- Help to spur the use of electronic medical records; and
- Facilitate access to training for healthcare workers, medical professionals, and patient education in rural and medically underserved areas.
- Produce more effective group purchasing (lower costs) for advanced broadband services and improved quality of service and reliability.

Also, by aggregating “demand” from multiple health care entities under this pilot project, the purchasing power and economies of scale will result, overall, in lower on-time connection charges and monthly broadband fees charged for equivalent services. The WVTA intends to use a significant amount of the RHCPP funding on one-time connection charges that may be levied by the telecommunications carriers to build out the infrastructure contemplated as part of the planned upgrades. By paying the one-time charges using the RHCPP funds (and matching state agency provided funds), the ongoing broadband fees to these rural locations will be reduced through the up-front capital cost instead of financing these costs within the recurring cost structure.

In addition, many of the WVTA’s eligible entities will benefit substantially from service level improvements, a more robust, scalable system and greater reliability and up-time.

#### Project Benefits: Inter-carrier Hub

The alliance is actively working to establish an inter-carrier Metro/MPLS hub to serve as the backbone for the entire WVTA's network of networks. It is envisioned that this backbone will allow for gigabit connectivity between the differing MPLS vendors and will allow rural health care providers to connect to the West Virginia Telehealth Alliance network by way of any MPLS vendor. This will allow organizations already connected to an MPLS network via one of these major carriers to leverage and utilize their existing networks without the need to build out entirely new circuits. It will also allow for other hospitals and health care education facilities to connect to the larger network, regardless of the local telecommunications carrier.

The WVTA plan is to create an "open" network whereby any eligible health care facility may participate irrespective of individual telecommunications carrier utilized by the various health care organizations. This backbone project is likely the last project to be completed by the WVTA in this project.

## **9. Network Self-Sustainability**

As stated earlier in this report, the efforts of West Virginia Telehealth Alliance will involve more than just a single network, but will involve a number of rural health care networks and ultimately interconnect these into a statewide health care network (being built by the West Virginia Health Information Network). The goals are to advance telehealth use, enable the transmission of electronic medical records, provide for a broader collection and analysis of rural health information and improve health outcomes across rural West Virginia.

The FCC's RHCPP funds are being deployed to facilitate the establishment of health care networks and telehealth relationships, particularly where rural centers or clinics may lack access to certain medical expertise or advanced medical technologies available in larger hospitals/facilities, by bolstering existing broadband connections generally from basic DSL or cable connections to advanced T1 or greater connections.

Through aggregation of demand and group purchasing power, the alliance will be seeking to procure telecom services and rates at favorable rates and terms that will negate or minimize any added broadband costs (MRCs) associated with the planned enhancement of broadband infrastructure among rural health care centers/clinics and rural hospitals. The alliance also will work to ensure that West Virginia participants, particularly rural hospitals and health care clinics, will gain an understanding of and interest in involvement in the regular USAC Rural Health Care Program, once the RHCPP ends. Finally, over the next several years the health care industry will progress in its migration toward electronic health records and telemedicine, which should facilitate greater and more widespread use of advanced broadband connectivity and telehealth services. This transformation should result in these centers viewing advanced broadband connectivity as a necessary and justifiable cost of business; thereby ensuring a high level of sustainability. Combined, this also should help these centers further improve health care delivery, services and outcomes in rural West Virginia.

A "sustainability plan," developed by the West Virginia Telehealth Alliance, is included with this quarterly report as follows:



**Sustainability Plan -- Addendum A  
WVTA's RFP #2 for Wide Area Network (WAN)  
telecommunications services and Internet access**

**Sustainability Plan – Addendum C WVTA’s RFP04 (HUB)**

Provided is a list of the entities that have provided LOAs and have signed contracts as part of WVTA’s RHCPP RFP Project:

Beckley Health Right  
Belington Community Medical Services  
Cabell Huntington Hospital  
CAMC  
Community Health Network of WV  
Family Care  
Highland Hospital Assoc.  
Lincoln Primary Care Center  
Minnie Hamilton Health System  
Monroe Health Center  
Pendleton Community Care  
Preston Health Care Corporation  
Primary Care Systems, Inc.  
Roane General Hospital  
Stonewall Jackson Memorial Hospital  
Tri-County Health Clinic, Inc.  
Tug River Health Association  
University Health Associates  
Valley Health System  
Webster County Memorial Hospital  
West Virginia Health Right, Inc.  
West Virginia United Health System  
Wheeling Hospital, Inc.



**Sustainability Plan -- Addendum C  
WVTA's RFP #2 for Wide Area Network (WAN)  
telecommunications services and Internet access**

**TELECOMMUNICATIONS SERVICES PARTICIPATION AGREEMENT  
FEDERAL COMMUNICATIONS COMMISSION RURAL HEALTH CARE PILOT PROGRAM**

This agreement (**Agreement**) is made by and between the West Virginia Telehealth Alliance, Inc. (WVTA) and \_\_\_\_\_ (**Participating Entity**).

The Participating Entity owns or controls those clinics, health care facilities or dedicated emergency rooms listed on Exhibit A attached hereto and for the purposes of this Agreement the locations listed on Exhibit A shall be included in the term **Participating Entity**; and

The Participating Entity signed that certain Letter of Agency (**LOA**) dated as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, authorizing WVTA to act as its agent in the planning, negotiation and development of a plan to include the Participating Entity in the Federal Communication Commission's (**FCC**) Rural Health Care Pilot Program (**RHCPP**) as administered in West Virginia by WVTA according to the rules and regulations promulgated by the Universal Service Administrative Company (**USAC**); and

WVTA, under the terms of the LOA, has obtained an offer for a service agreement, attached as Exhibit B, (**Telco Services Agreement**) with a Telecommunications Provider (**Provider**); and

WVTA requires that Participating Entity agree to certain terms before being enrolled in the RHCPP.

Participating Entity and WVTA hereby agree as follows:

**ARTICLE ONE: BASIC TERMS AND AGREEMENT**

1.1 Participating Entity will enter into the Telco Services Agreement and shall abide by the terms and conditions thereof.

1.2 Participating Entity shall strictly abide by all of the regulations and rules issued by FCC and USAC governing the RHCPP (the **Program Regulations**) and agree to comply with all requirements for payment and reimbursement under the same.

1.3 In the event that the Participating Entity (i) pays to Provider, 15 percent (**Matching Funds**) of the total costs eligible for reimbursement under RHCPP (**Program Costs**), due to Provider, as invoiced under the Telco Services Agreement, (ii) complies with all of the terms and conditions of the Telco Services Agreement, (iii) complies with all of the terms and conditions of the Program Regulations and (iv) complies with all of the terms and conditions of this Agreement, then, except as limited by the terms hereof, WVTA shall agree to review the Submissions (as defined hereinafter) of the Participating Entity. In the event WVTA determines, in its sole discretion, that the Submissions comply in every respect with this Agreement and the Program Regulations, then WVTA shall forward the Submissions to USAC along with its recommendation for approval and reimbursement.



1.4 ***Submission(s)*** shall mean the invoice for payment to Provider and proof of payment by Participating Entity of the Matching Funds. Submissions shall be due WVTa as soon as possible during each billing cycle under the Telco Services Agreement.

1.5 In the event that USAC approves of the Submissions, after WVTa has approved and submitted the same, then USAC may distribute to Provider 85 percent of Program Costs (***Subsidized Funds***). Participating Entity acknowledges and agrees that USAC is not a party to this Agreement and that the actions of USAC, including whether USAC issues the Subsidized Funds, are beyond the control of WVTa.

1.6 Participating Entity will be solely and completely responsible for paying to Provider the Matching Funds. Participating Entity shall be solely responsible for any and all other costs and liabilities not included in the Program Costs whether owed to Provider or third parties, and all other expenses that may arise in pursuit of the purposes of this Agreement, the Telco Services Agreement or the RHCPP including any costs or penalties associated with the cancellation of any existing agreements or contracts the Participating Entity may be a party to that will either conflict with this Agreement or the Telco Services Agreement or be superfluous following the participation of the Participating Entity in the RHCPP.

1.7 In the event that WVTa or USAC determine, in the sole discretion of each, that Participating Entity is not eligible or any individual invoice is flawed so as to be ineligible under the Program Regulations, then Participating Entity shall be responsible for the complete costs of the Telco Services Agreement or any invoice issued thereunder.

1.8 This Agreement is expressly conditioned on the continuation of the RHCPP, the federal funding thereof, and the continued working relationship between USAC and WVTa. In the event any of these conditions should cease during the term of this Agreement the Agreement shall be dissolved and all obligations of WVTa hereunder shall cease.

1.9 Participating Entity is solely responsible for any and all costs and liabilities arising from the Telco Services Agreement including, but not limited to, damage, theft, unauthorized use, or misuse of equipment, hardware, software, services, or data relating to the subject telecommunications services or ineffective safeguarding of equipment, hardware, software, services, or data related to such services.

1.10 The parties agree that WVTa has not made any warranties or assumed any responsibility for the services to be delivered by the Provider under the Telco Services Agreement and that Participating Entity is solely responsible for the performance of all customer obligations under the Telco Services Agreement, including but not limited to payment of any and all fees under said agreement.

1.11 Participating Entity agrees to maintain all records related to this Agreement, the RHCPP and the Telco Services Agreement for five years or other such term as may be required from time to time under the Program Regulations.

1.12 Participating Entity agrees that the transactions represented and contemplated by this Agreement and all of the records related thereto, shall be subject to audit and investigation

by the FCC, its agent USAC, or any other authorized agent or agency of the United States of America, to determine compliance with the Program Regulations. Participating Entity shall cooperate fully with any such audit or investigation.

1.13 Participating Entity shall keep WVTA duly informed of its current billing contact, address, telephone numbers, purchase order numbers, eligibility status and technical contact, and all other details of its relationship with the Provider as well as changes to any of the foregoing.

1.14 Participating Entity shall agree to remit to the WVTA a processing/administrative fee as outlined in Addendum 1.14. Failure to remit such processing/administrative fee shall result in the suspension by WVTA of the processing of Submissions by Participating Entity and thereby result in the loss of the Subsidized Funds and may further result in the termination of this Agreement as provided for herein. Participating Entity hereby acknowledges and agrees that it shall remain liable to Provider under such circumstances for the entire amount owed to Provider under the Telcom Services Agreement.

1.15 Participating Entity shall provide WVTA a written report including such details as may be required from time to time by WVTA, on an annual basis, at such time and location as may be specified by WVTA, which describes its telehealth relationships / services and use of telemedicine applications.

1.16 Participating Entity agrees that it is solely responsible for compliance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Patient Safety and Quality Improvement Act of 2005 ("PSQIA"), the Health Information Technology for Health Economic and Clinical Health Act ("HITECH") (passed in 2009 as a part of the American Recovery and Reinvestment Act of 2009), and any other applicable law, regulations or administrative decisions regarding the privacy of patient information and / or the maintenance of patient records.

## **ARTICLE TWO: REPRESENTATIONS AND WARRANTIES OF PARTICIPATING ENTITY**

2.1 Participating Entity represents and warrants to WVTA that:

a. it has the financial resources and stability to satisfy its responsibilities under the Telco Services Agreement, pay the Matching Funds when due, and pay any additional liabilities or overages that may arise under the Telco Services Agreement; and that

b. it is a non-profit or public entity or is a dedicated emergency room of a for-profit hospital that participates in Medicare.; and that

c. telecommunications services provided to it under this arrangement will be used solely for purposes reasonably related to the provision of health care services or instruction which the Participating Entity is legally authorized to provide under the laws of the State of West Virginia and the telecommunications services will not be sold, resold, or transferred by the Participating Entity; and that

d. it will retain documentation of its purchases, invoices, service receipts, and all other documents or papers related to the provisions of telecommunications services or products covered under the RHCPP for five years from the end of the funding year; and that

e. it will not allow any security interests or other liens, including statutory liens, to attach to any hardware or software associated with the RHCPP; and that

f. this Agreement, the Telco Services Agreement, LOA, and all attendant documents have been duly approved and adopted by the appropriate governing authorities of the Participating Entity, that these documents have been duly executed by the appropriate officers or agents thereof who were authorized to execute the same on behalf of the Participating Entity, and that all actions taken in pursuit of the purposes and objectives of these documents are appropriate, lawful and authorized to the complete extent required by the governing documents of the Participating Entity and applicable law; and that

g. it is familiar with the Program Regulations and will abide by the same in all instances where they are applicable; and that

h. there is no fact known to the Participating Entity, its agents or employees that has not been disclosed to WVTA that would materially affect WVTA's decision to enter into this Agreement; and that

i. all statements, representations, and documents presented to WVTA as a part of the application or request by Participating Entity to be included within the scope of the RHCPP as administered by WVTA were true, accurate and complete, and remain true, accurate and complete and that in the event any facts or circumstances of the Participating Entity should change that relate to the RHCPP that the Participating Entity will immediately inform WVTA of the same.

2.2 Participating Entity covenants and agrees that until the termination of this Agreement and until WVTA is repaid sums owed it by the Participating Entity in full, if any, that Participating Entity will take any action, and execute any documents, reasonably requested by WVTA to carry out the intent of this Agreement.

### **ARTICLE THREE: DISCLOSURES OF WVTA**

3.1 WVTA hereby expressly informs Participating Entity and Participating Entity acknowledges that it understands the following:

a. any Subsidized Funds paid to Provider, or any other party, by USAC are part of a federal grant managed in West Virginia by the WVTA and are not held by WVTA; and

b. Subsidized Funds have been set aside to be used for appropriate projects in West Virginia, the actual issuance and availability of the funds depends on the continued compliance with the Program Regulations and requirements of the RHCPP; and

c. there is no guarantee that the Subsidized Funds described herein will not be revoked by an authorized act of the government of the United States of America, or its agent, and such an act is beyond the control of WVTA; and

d. there is no guarantee that the Program Regulations will remain the same during the course of this agreement and that any changes thereto may cause the funding to be revoked or diminished beyond the control of the WVTA.

3.2 With a complete understanding of the disclosures contained in this Article, the Participating Entity expressly agrees that:

a. the availability of Subsidized Funds for the purposes contemplated by this Agreement is wholly subject to the availability of those funds, or a portion of them to USAC; and

b. the WVTA assumes no obligation for the replacement, substitution, or advance of the any funding described herein; and

c. that the Participating Entity assumes all financial risk of the unavailability of the Subsidized Funds; and

d. that any, or all, of the costs under the Telco Services Agreement may become ineligible based upon a change in the Program Regulations outside of the control of WVTA.

#### **ARTICLE FOUR: WAIVER AND INDEMNITY**

4.1 *Waiver of Rights.* The Participating Entity and any agent, employee, consultant, independent contractor, successor or assign thereof, waives any and all claims and recourse against WVTA, including the right of contribution of loss or damage to a person or property arising from, growing out of, or in any way connected with or incidental to any aspects of this agreement, the Telco Services Agreement or any document or action undertaken in pursuit of the objectives of the same.

4.2 *Indemnity.* The Participating Entity shall indemnify, hold harmless and defend WVTA against any and all losses, fines, claims, demands, damages, costs, obligations, expenses, or liability, including interest, penalties and reasonable attorney's fees and expenses arising out of this agreement, the Telco Services Agreement or any document or action undertaken in pursuit of the objectives of the same, including but not limited to any disallowance or rejection of any request or authorization for disbursement of Subsidized Funds, provided the WVTA was not grossly negligent in complying with the Program Regulations.

The Participating Entity shall indemnify and hold harmless WVTA for all penalties, claims, causes of action, enforcement proceedings, fines and all other penalties liabilities or actions brought or enforced by USAC, the FCC or any entity or agency of government against the WVTA, including attorney's fees and costs.

The Participating Entity shall indemnify and hold harmless WVTA for any and all penalties, claims, causes of action, enforcement proceedings, fines and all other penalties liabilities or actions brought under HIPAA, PSQIA, HITECH or any other laws, regulations, administrative decisions or rulings or common law claims associated with patient privacy and / or the maintenance of patient information and records.

## **ARTICLE FIVE: DEFAULT AND TERMINATION**

5.1 *Default.* If any of the following events occur during the course of this Agreement, WVTA may, in its sole discretion, declare such an event an Event of Default under this Agreement:

a. any representation or warranty made by the Participating Entity in this Agreement or in any other documents submitted to WVTA proves to have been incorrect in any material respect; or

b. the Participating Entity fails in any material respect to carry out its obligations under this Agreement or fails to comply with the Program regulations; or

c. the Participating Entity makes any representation to any third party that WVTA has any obligations that are expressly disavowed herein; or

d. the Participating Entity fails to permit WVTA review of any documents, records or accountings of information related the Participating Entity's participation in this Agreement or the Telco Services Agreement; or

e. the Participating Entity fails to pay to WVTA the processing/administrative fee as required by Section 1.14 hereof.

5.2 *Notice and Cure.* If the Participating Entity fails to perform any of its duties under this Agreement or if any Event of Default occurs, WVTA may declare the Participating Entity to be in default and thereafter give the same written notice setting forth the action or inaction which constitutes the default and giving the Participating Entity no less than five and no more than 20 days in which to correct the default during which time WVTA may suspend performance of this Agreement without penalty. If the Participating Entity fails to correct the default within the prescribed period of time after receipt of this notice, WVTA may, in its sole discretion, terminate this Agreement. The parties agree that the terms and conditions of this Agreement provide for reasonable and sufficient notice to be given to the Participating Entity and that this notice is sufficient for the Participating Entity to rectify its actions or inactions of default.

5.3 *Termination.* If WVTA or Participating Entity ceases to exist, an Event of Default occurs that is not cured as provided herein, or any of the covenants and promises of the Participating Entity contained in Article I of this Agreement are not fulfilled, WVTA may terminate this Agreement. Upon terminating this Agreement WVTA may (i) immediately cease processing any outstanding requests for Subsidized Funds and (ii) suspend any obligation to process future invoices or requests for Subsidized Funds. In addition to the foregoing, upon termination of this Agreement, WVTA shall be entitled to reimbursement of any of the

Subsidized Funds paid to and received by the Participating Entity before, during or after the Event of Default. The WVTa shall not terminate this Agreement if the events leading to the termination were caused by the gross negligence of the WVTa or its agents.

5.4 *No Waiver.* The failure of the WVTa to exercise any of its rights under this Agreement, to call an Event of Default by the Participating Entity or terminate this Agreement does not constitute a waiver of a continuing breach or a waiver of a subsequent breach.

#### **ARTICLE SIX: TERM AND POST TERM COVENANTS**

6.1 *Term.* The term of this Agreement (*Term*) shall begin when WVTa receives a Funding Commitment Letter from USAC (WVTa will provide the Participating Entity with a copy of the same) and shall expire, unless terminated earlier pursuant to the terms of this Agreement, on either (i) the date specified in written notice delivered to the Participating Entity by WVTa, provided that the effective date is not less than seven (7) days after the date that such written notice is received by the Participating Entity, or (ii) the last day that funds are available under the RHCPP grant administered by the WVTa to provide the Subsidized Funds as called for under the terms of this Agreement, whichever occurs first.

6.2 *Post Term Covenant.* Participating Entity acknowledges that the RHCPP is a pilot program and is designed to establish connectivity and subsidize initial connectivity expenses. Participating Entity covenants that it will work with WVTa to transfer as many of its locations, or operations as are eligible to the USAC administered regular Rural Health Care subsidy program to facilitate continuing connectivity beyond the RHCPP and the Term of this Agreement. In the event that one or more locations under the control of Participating Entity is not eligible for the Rural Health program, the "Transfer Fee" as described in Addendum 1.14 shall be reduced as provided for in the Addendum 1.14.

## **ARTICLE SEVEN: NO THIRD PARTY BENEFICIARIES**

7.1 *No Third Party Beneficiaries.* This Agreement is for the sole benefit of WVTA and the Participating Entity, no third party, including but not limited to Provider, shall be deemed a third party beneficiary hereof and Participating Entity hereby agrees that it shall not represent to Provider or any third party, nor permit Provider nor any third party to believe, that this Agreement provides any direct or indirect contractual benefits, rights or obligations to Provider or other third party. Participating Entity shall be solely and exclusive liable for its own agreements, contracts, representations and business arrangements of every type and Participating Entity acknowledges and agrees that WVTA has made no representations or agreements regarding the availability of the Subsidized Funds or Participating Entity's ability to abide by the terms of this Agreement or remaining in RHCPP.

## **ARTICLE EIGHT: OTHER PROVISIONS**

8.1 *Conflict with other authorities.* In the event this Agreement conflicts with the Program Regulations, federal or state law or applicable regulations, the applicable and controlling law or regulations shall govern the behavior of the parties as to the conflicting issue.

8.2 *Administrative proceedings or litigation.* In the event that the Participating Entity becomes involved in any administrative proceeding or litigation the outcome of which may bear on this Agreement, the RHCPP, or any of the terms thereof, the Participating Entity shall immediately inform WVTA in writing of such proceeding and the issues involved.

8.3 *Severability.* If any portion of this Agreement shall for any reason be invalid, illegal, unenforceable, or otherwise inoperative, the valid and enforceable provisions shall continue to be given effect and to bind the parties.

8.4 *Choice of Law.* This agreement shall be governed by and construed in accordance with the laws of the State of West Virginia.

8.5 *Executed in Replicate.* This Agreement may be executed in replicate and each copy hereof shall, for all purposes, be treated as an original and be, as herein provided, binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns.

8.6 *Transfer or Assignment.* This Agreement may not be assigned by the Participating Entity without the written consent of WVTA. WVTA may transfer this agreement to its successor in interest in the administration of the RHCPP in West Virginia or to another entity, or to USAC or FCC as may be required under law.

8.7 *Entire Agreement.* This agreement constitutes the entire Agreement between the parties hereto. No oral representations or other agreements have been made by the parties except as stated herein. No term or provision hereof may be waived except in writing signed by a duly authorized officer or agent.

8.8 *Amendment.* This Agreement may be modified at any time upon mutual consent in writing of the parties hereto. Any agreement contrary to this Agreement is not binding upon either party unless it is in writing and signed by both parties.

8.9 *Notice.* The parties shall use the addresses stated beneath the signature lines herein of each party hereto for notice purposes, including any notice for change of notice address. A notice shall be effective only if by express courier or hand delivery.

8.10 *Headings.* Any headings, titles or subtitles that appear in this document are intended only for the convenience of the parties hereto and shall in no way be read to add to, limit or contribute in anyway to the meaning of this Agreement.

8.11 *Survival.* The representations and certifications provisions of this Agreement and the waiver and indemnification provisions hereof relating to the Participating Entity shall survive termination of this Agreement.

8.12 *Successors and Assigns.* This Agreement and all of the promises, covenants, understandings and agreements herein shall be binding on the successors and assigns of each party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth in their signature blocks.

**[Signature Pages Follow]**



**Sustainability Plan -- Addendum D  
WVTA's RFP #2 for Wide Area Network (WAN)  
telecommunications services and Internet access**

Provided is a list of eligible RHCPP RFP locations in West Virginia that would qualify for the regular USAC rural health subsidy program:

Belington Community Medical Services Association, Inc.: Belington Community Medical Services Association, Inc.

Belington Community Medical Services Association, Inc.: Brandon Wellness Center

Lincoln County Primary Care Center, Inc.: Guyan Valley Wellness Center

Lincoln County Primary Care Center, Inc.: Duvall Middle School Health Center

Lincoln County Primary Care Center, Inc.: Lincoln Primary Care Center



Lincoln County Primary Care Center, Inc.: LCHS Panther Center for Health  
Lincoln County Primary Care Center, Inc.: West Hamlin Elementary Wellness Center  
Lincoln County Primary Care Center, Inc.: Gilbert Medical Center  
Lincoln County Primary Care Center, Inc.: Community Health Foundation of Man  
Monroe County Health Center: James Monroe High School Wellness Center  
Monroe County Health Center: Craig County Elementary/Middle/High School Wellness Center  
Monroe County Health Center: Peterstown Elementary/Middle School Health Center  
Monroe County Health Center: Monroe County Health Center  
Monroe County Health Center: Monroe County Health Center  
Monroe County Health Center: Mountain View Elementary/Middle School  
Pendleton Community Care, Inc.: Pendleton Community Care  
Primary Care Systems, Inc.: Primary Care Systems, Inc.  
Primary Care Systems, Inc.: Clay County Elementary School Wellness Center  
Primary Care Systems, Inc.: Clay County Middle School Wellness Center  
Primary Care Systems, Inc.: Clay County High School Wellness Center  
Primary Care Systems, Inc.: Big Otter Elementary School Wellness Center  
Primary Care Systems, Inc.: Big Otter Clinic  
Tri-County Health Clinic, Inc.: Tri-County Care Xpress  
Tri-County Health Clinic, Inc.: Braxton Health Associates  
Tri-County Health Clinic, Inc.: Little Meadow Health Clinic  
Tri-County Health Clinic, Inc.: Tri-County Health Clinic  
Tri-County Health Clinic, Inc.: Marlinton Health Center  
Tri-County Health Clinic, Inc.: West Milford Health Center  
Tug River Health Association, Inc.: Tug River Health Association, Inc.  
Tug River Health Association, Inc.: Tug River Health Clinic Northfork  
Tug River Health Association, Inc.: Catterson Health Center  
Tug River Health Association, Inc.: Tug River Mount View Health Center  
FamilyCare: Boone County FamilyCare HealthCenter  
Preston Memorial Hospital: Preston Memorial Hospital  
Roane General Hospital: Roane General Hospital  
Stonewall Jackson Memorial Hospital: Stonewall Jackson Memorial Hospital  
Webster County Memorial Hospital: Webster County Memorial Hospital (Main site)  
Valley Health Systems: Valley Health - Fort Gay  
Valley Health Systems: Valley Health - Harts/Robert C. Byrd Center  
Valley Health Systems: Valley Health - Steeptown  
WVUHS: Jefferson  
UHA: Reedsville  
Minnie Hamilton Health System: Minnie Hamilton Health System  
Minnie Hamilton Health System: Minnie Hamilton Health System Glenville Office  
Minnie Hamilton Health System: Calhoun School Base Clinic  
Minnie Hamilton Health System: Gilmer School Base Clinic  
Wheeling Hospital, Inc.: Wellsburg Clinic

## **10. Advancing telemedicine benefits**

Since the WVTA has not completely finished the connections or improvement projects under the alliance's RHCPP plan, we cannot provide updates on how this program has achieved goals and objects

related to advancing telemedicine or its benefits. These details will be provided in subsequent quarterly reports.

#### **11. HHS health IT initiatives**

The WVTA will work to provide answers to these HHS health IT questions as the alliance's RHCPP program advances. However, the WVTA already is working very closely with the West Virginia Health Information Network in the coordination of each entity's efforts and in fulfilling the activities related to the Nationwide Health Information Network. Moreover, the West Virginia Health Information Network, whose director serves on the WVTA board, was one of the participants in the NHIN2 project.

#### **12. HHS -- Centers for Disease Control and Prevention (CDC)**

The WVTA will work to provide answers to these HHS health IT questions as the alliance's RHCPP program advances.



**Sustainability Plan -- Addendum A**  
**WVTA's RFP #2 for Wide Area Network (WAN)**  
**telecommunications services and Internet access**

Provided is a list of the entities that have provided LOAs and have signed contracts as part of WVTA's RHCPP RFP Project:

Beckley Health Right  
Belington Community Medical Services  
Cabell Huntington Hospital  
CAMC  
Community Health Network of WV  
Family Care  
Highland Hospital Assoc.  
Lincoln Primary Care Center  
Minnie Hamilton Health System  
Monroe Health Center  
Pendleton Community Care  
Preston Health Care Corporation  
Primary Care Systems, Inc.  
Roane General Hospital  
Stonewall Jackson Memorial Hospital  
Tri-County Health Clinic, Inc.  
Tug River Health Association  
University Health Associates  
Valley Health System  
Webster County Memorial Hospital  
West Virginia Health Right, Inc.  
West Virginia United Health System  
Wheeling Hospital, Inc.



**Sustainability Plan -- Addendum C**  
**WVTA's RFP #2 for Wide Area Network (WAN)**  
**telecommunications services and Internet access**

**TELECOMMUNICATIONS SERVICES PARTICIPATION AGREEMENT**  
**FEDERAL COMMUNICATIONS COMMISSION RURAL HEALTH CARE PILOT PROGRAM**

This agreement (***Agreement***) is made by and between the West Virginia Telehealth Alliance, Inc. (***WVTA***) and \_\_\_\_\_ (***Participating Entity***).

The Participating Entity owns or controls those clinics, health care facilities or dedicated emergency rooms listed on Exhibit A attached hereto and for the purposes of this Agreement the locations listed on Exhibit A shall be included in the term ***Participating Entity***; and

The Participating Entity signed that certain Letter of Agency (***LOA***) dated as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, authorizing WVTA to act as its agent in the planning, negotiation and development of a plan to include the Participating Entity in the Federal Communication Commission's (***FCC***) Rural Health Care Pilot Program (***RHCPP***) as administered in West Virginia by WVTA according to the rules and regulations promulgated by the Universal Service Administrative Company (***USAC***); and

WVTA, under the terms of the LOA, has obtained an offer for a service agreement, attached as Exhibit B, (***Telco Services Agreement***) with a Telecommunications Provider (***Provider***); and

WVTA requires that Participating Entity agree to certain terms before being enrolled in the RHCPP.

Participating Entity and WVTA hereby agree as follows:

**ARTICLE ONE: BASIC TERMS AND AGREEMENT**

1.1 Participating Entity will enter into the Telco Services Agreement and shall abide by the terms and conditions thereof.

1.2 Participating Entity shall strictly abide by all of the regulations and rules issued by FCC and USAC governing the RHCPP (the ***Program Regulations***) and agrees to comply with all requirements for payment and reimbursement under the same.

1.3 In the event that the Participating Entity (i) pays to Provider, 15 percent (***Matching Funds***) of the total costs eligible for reimbursement under RHCPP (***Program Costs***), due to Provider, as invoiced under the Telco Services Agreement, (ii) complies with all of the terms and conditions of the Telco Services Agreement, (iii) complies with all of the terms and conditions of the Program Regulations and (iv) complies with all of the terms and conditions of

this Agreement, then, except as limited by the terms hereof, WVTa shall agree to review the Submissions (as defined hereinafter) of the Participating Entity. In the event WVTa determines, in its sole discretion, that the Submissions comply in every respect with this Agreement and the Program Regulations, then WVTa shall forward the Submissions to USAC along with its recommendation for approval and reimbursement.

1.4 **Submission(s)** shall mean the invoice for payment to Provider and proof of payment by Participating Entity of the Matching Funds. Submissions shall be due WVTa as soon as possible during each billing cycle under the Telco Services Agreement.

1.5 In the event that USAC approves of the Submissions, after WVTa has approved and submitted the same, then USAC may distribute to Provider 85 percent of Program Costs (**Subsidized Funds**). Participating Entity acknowledges and agrees that USAC is not a party to this Agreement and that the actions of USAC, including whether USAC issues the Subsidized Funds, are beyond the control of WVTa.

1.6 Participating Entity will be solely and completely responsible for paying to Provider the Matching Funds. Participating Entity shall be solely responsible for any and all other costs and liabilities not included in the Program Costs whether owed to Provider or third parties, and all other expenses that may arise in pursuit of the purposes of this Agreement, the Telco Services Agreement or the RHCPP including any costs or penalties associated with the cancellation of any existing agreements or contracts the Participating Entity may be a party to that will either conflict with this Agreement or the Telco Services Agreement or be superfluous following the participation of the Participating Entity in the RHCPP.

1.7 In the event that WVTa or USAC determine, in the sole discretion of each, that Participating Entity is not eligible or any individual invoice is flawed so as to be ineligible under the Program Regulations, then Participating Entity shall be responsible for the complete costs of the Telco Services Agreement or any invoice issued thereunder.

1.8 This Agreement is expressly conditioned on the continuation of the RHCPP, the federal funding thereof, and the continued working relationship between USAC and WVTa. In the event any of these conditions should cease during the term of this Agreement the Agreement shall be dissolved and all obligations of WVTa hereunder shall cease.

1.9 Participating Entity is solely responsible for any and all costs and liabilities arising from the Telco Services Agreement including, but not limited to, damage, theft, unauthorized use, or misuse of equipment, hardware, software, services, or data relating to the subject telecommunications services or ineffective safeguarding of equipment, hardware, software, services, or data related to such services.

1.10 The parties agree that WVTa has not made any warranties or assumed any responsibility for the services to be delivered by the Provider under the Telco Services Agreement and that Participating Entity is solely responsible for the performance of all customer obligations under the Telco Services Agreement, including but not limited to payment of any and all fees under said agreement.

1.11 Participating Entity agrees to maintain all records related to this Agreement, the RHCPP and the Telco Services Agreement for five years or other such term as may be required from time to time under the Program Regulations.

1.12 Participating Entity agrees that the transactions represented and contemplated by this Agreement and all of the records related thereto, shall be subject to audit and investigation by the FCC, its agent USAC, or any other authorized agent or agency of the United States of America, to determine compliance with the Program Regulations. Participating Entity shall cooperate fully with any such audit or investigation.

1.13 Participating Entity shall keep WVTA duly informed of its current billing contact, address, telephone numbers, purchase order numbers, eligibility status and technical contact, and all other details of its relationship with the Provider as well as changes to any of the foregoing.

1.14 Participating Entity shall agree to remit to the WVTA a processing/administrative fee as outlined in Addendum 1.14. Failure to remit such processing/administrative fee shall result in the suspension by WVTA of the processing of Submissions by Participating Entity and thereby result in the loss of the Subsidized Funds and may further result in the termination of this Agreement as provided for herein. Participating Entity hereby acknowledges and agrees that it shall remain liable to Provider under such circumstances for the entire amount owed to Provider under the Telcom Services Agreement.

1.15 Participating Entity shall provide WVTA a written report including such details as may be required from time to time by WVTA, on an annual basis, at such time and location as may be specified by WVTA, which describes its telehealth relationships / services and use of telemedicine applications.

1.16 Participating Entity agrees that it is solely responsible for compliance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Patient Safety and Quality Improvement Act of 2005 ("PSQIA"), the Health Information Technology for Health Economic and Clinical Health Act ("HITECH") (passed in 2009 as a part of the American Recovery and Reinvestment Act of 2009), and any other applicable law, regulations or administrative decisions regarding the privacy of patient information and / or the maintenance of patient records.

## **ARTICLE TWO: REPRESENTATIONS AND WARRANTIES OF PARTICIPATING ENTITY**

2.1 Participating Entity represents and warrants to WVTA that:

a. it has the financial resources and stability to satisfy its responsibilities under the Telco Services Agreement, pay the Matching Funds when due, and pay any additional liabilities or overages that may arise under the Telco Services Agreement; and that

b. it is a non-profit or public entity or is a dedicated emergency room of a for-profit hospital that participates in Medicare.; and that

c. telecommunications services provided to it under this arrangement will be used solely for purposes reasonably related to the provision of health care services or instruction which the Participating Entity is legally authorized to provide under the laws of the State of West Virginia and the telecommunications services will not be sold, resold, or transferred by the Participating Entity; and that

d. it will retain documentation of its purchases, invoices, service receipts, and all other documents or papers related to the provisions of telecommunications services or products covered under the RHCPP for five years from the end of the funding year; and that

e. it will not allow any security interests or other liens, including statutory liens, to attach to any hardware or software associated with the RHCPP; and that

f. this Agreement, the Telco Services Agreement, LOA, and all attendant documents have been duly approved and adopted by the appropriate governing authorities of the Participating Entity, that these documents have been duly executed by the appropriate officers or agents thereof who were authorized to execute the same on behalf of the Participating Entity, and that all actions taken in pursuit of the purposes and objectives of these documents are appropriate, lawful and authorized to the complete extent required by the governing documents of the Participating Entity and applicable law; and that

g. it is familiar with the Program Regulations and will abide by the same in all instances where they are applicable; and that

h. there is no fact known to the Participating Entity, its agents or employees that has not been disclosed to WVTA that would materially affect WVTA's decision to enter into this Agreement; and that

i. all statements, representations, and documents presented to WVTA as a part of the application or request by Participating Entity to be included within the scope of the RHCPP as administered by WVTA were true, accurate and complete, and remain true, accurate and complete and that in the event any facts or circumstances of the Participating Entity should change that relate to the RHCPP that the Participating Entity will immediately inform WVTA of the same.

2.2 Participating Entity covenants and agrees that until the termination of this Agreement and until WVTA is repaid sums owed it by the Participating Entity in full, if any, that Participating Entity will take any action, and execute any documents, reasonably requested by WVTA to carry out the intent of this Agreement.

### **ARTICLE THREE: DISCLOSURES OF WVTA**

3.1 WVTA hereby expressly informs Participating Entity and Participating Entity acknowledges that it understands the following:

a. any Subsidized Funds paid to Provider, or any other party, by USAC are part of a federal grant managed in West Virginia by the WVTA and are not held by WVTA; and

b. Subsidized Funds have been set aside to be used for appropriate projects in West Virginia, the actual issuance and availability of the funds depends on the continued compliance with the Program Regulations and requirements of the RHCPP; and

c. there is no guarantee that the Subsidized Funds described herein will not be revoked by an authorized act of the government of the United States of America, or its agent, and such an act is beyond the control of WVTA; and

d. there is no guarantee that the Program Regulations will remain the same during the course of this agreement and that any changes thereto may cause the funding to be revoked or diminished beyond the control of the WVTA.

3.2 With a complete understanding of the disclosures contained in this Article, the Participating Entity expressly agrees that:

a. the availability of Subsidized Funds for the purposes contemplated by this Agreement is wholly subject to the availability of those funds, or a portion of them to USAC; and

b. the WVTA assumes no obligation for the replacement, substitution, or advance of the any funding described herein; and

c. that the Participating Entity assumes all financial risk of the unavailability of the Subsidized Funds; and

d. that any, or all, of the costs under the Telco Services Agreement may become ineligible based upon a change in the Program Regulations outside of the control of WVTA.

#### **ARTICLE FOUR: WAIVER AND INDEMNITY**

4.1 *Waiver of Rights.* The Participating Entity and any agent, employee, consultant, independent contractor, successor or assign thereof, waives any and all claims and recourse against WVTA, including the right of contribution of loss or damage to a person or property arising from, growing out of, or in any way connected with or incidental to any aspects of this agreement, the Telco Services Agreement or any document or action undertaken in pursuit of the objectives of the same.

4.2 *Indemnity.* The Participating Entity shall indemnify, hold harmless and defend WVTA against any and all losses, fines, claims, demands, damages, costs, obligations, expenses, or liability, including interest, penalties and reasonable attorney's fees and expenses arising out of this agreement, the Telco Services Agreement or any document or action undertaken in pursuit of the objectives of the same, including but not limited to any disallowance or rejection



of any request or authorization for disbursement of Subsidized Funds, provided the WVTa was not grossly negligent in complying with the Program Regulations.

The Participating Entity shall indemnify and hold harmless WVTa for all penalties, claims, causes of action, enforcement proceedings, fines and all other penalties liabilities or actions brought or enforced by USAC, the FCC or any entity or agency of government against the WVTa, including attorney's fees and costs.

The Participating Entity shall indemnify and hold harmless WVTa for any and all penalties, claims, causes of action, enforcement proceedings, fines and all other penalties liabilities or actions brought under HIPAA, PSQIA, HITECH or any other laws, regulations, administrative decisions or rulings or common law claims associated with patient privacy and / or the maintenance of patient information and records.

#### **ARTICLE FIVE: DEFAULT AND TERMINATION**

5.1 *Default.* If any of the following events occur during the course of this Agreement, WVTa may, in its sole discretion, declare such an event an Event of Default under this Agreement:

- a. any representation or warranty made by the Participating Entity in this Agreement or in any other documents submitted to WVTa proves to have been incorrect in any material respect; or
- b. the Participating Entity fails in any material respect to carry out its obligations under this Agreement or fails to comply with the Program regulations; or
- c. the Participating Entity makes any representation to any third party that WVTa has any obligations that are expressly disavowed herein; or
- d. the Participating Entity fails to permit WVTa review of any documents, records or accountings of information related the Participating Entity's participation in this Agreement or the Telco Services Agreement; or
- e. the Participating Entity fails to pay to WVTa the processing/administrative fee as required by Section 1.14 hereof.

5.2 *Notice and Cure.* If the Participating Entity fails to perform any of its duties under this Agreement or if any Event of Default occurs, WVTa may declare the Participating Entity to be in default and thereafter give the same written notice setting forth the action or inaction which constitutes the default and giving the Participating Entity no less than five and no more than 20 days in which to correct the default during which time WVTa may suspend performance of this Agreement without penalty. If the Participating Entity fails to correct the default within the prescribed period of time after receipt of this notice, WVTa may, in its sole discretion, terminate this Agreement. The parties agree that the terms and conditions of this Agreement provide for reasonable and sufficient notice to be given to the Participating Entity

and that this notice is sufficient for the Participating Entity to rectify its actions or inactions of default.

5.3 *Termination.* If WVTa or Participating Entity ceases to exist, an Event of Default occurs that is not cured as provided herein, or any of the covenants and promises of the Participating Entity contained in Article I of this Agreement are not fulfilled, WVTa may terminate this Agreement. Upon terminating this Agreement WVTa may (i) immediately cease processing any outstanding requests for Subsidized Funds and (ii) suspend any obligation to process future invoices or requests for Subsidized Funds. In addition to the foregoing, upon termination of this Agreement, WVTa shall be entitled to reimbursement of any of the Subsidized Funds paid to and received by the Participating Entity before, during or after the Event of Default. The WVTa shall not terminate this Agreement if the events leading to the termination were caused by the gross negligence of the WVTa or its agents.

5.4 *No Waiver.* The failure of the WVTa to exercise any of its rights under this Agreement, to call an Event of Default by the Participating Entity or terminate this Agreement does not constitute a waiver of a continuing breach or a waiver of a subsequent breach.

#### **ARTICLE SIX: TERM AND POST TERM COVENANTS**

6.1 *Term.* The term of this Agreement (*Term*) shall begin when WVTa receives a Funding Commitment Letter from USAC (WVTa will provide the Participating Entity with a copy of the same) and shall expire, unless terminated earlier pursuant to the terms of this Agreement, on either (i) the date specified in written notice delivered to the Participating Entity by WVTa, provided that the effective date is not less than seven (7) days after the date that such written notice is received by the Participating Entity, or (ii) the last day that funds are available under the RHCPP grant administered by the WVTa to provide the Subsidized Funds as called for under the terms of this Agreement, whichever occurs first.

6.2 *Post Term Covenant.* Participating Entity acknowledges that the RHCPP is a pilot program and is designed to establish connectivity and subsidize initial connectivity expenses. Participating Entity covenants that it will work with WVTa to transfer as many of its locations, or operations as are eligible to the USAC administered regular Rural Health Care subsidy program to facilitate continuing connectivity beyond the RHCPP and the Term of this Agreement. In the event that one or more locations under the control of Participating Entity is not eligible for the Rural Health program, the "Transfer Fee" as described in Addendum 1.14 shall be reduced as provided for in the Addendum 1.14.

## **ARTICLE SEVEN: NO THIRD PARTY BENEFICIARIES**

7.1 *No Third Party Beneficiaries.* This Agreement is for the sole benefit of WVTA and the Participating Entity, no third party, including but not limited to Provider, shall be deemed a third party beneficiary hereof and Participating Entity hereby agrees that it shall not represent to Provider or any third party, nor permit Provider nor any third party to believe, that this Agreement provides any direct or indirect contractual benefits, rights or obligations to Provider or other third party. Participating Entity shall be solely and exclusive liable for its own agreements, contracts, representations and business arrangements of every type and Participating Entity acknowledges and agrees that WVTA has made no representations or agreements regarding the availability of the Subsidized Funds or Participating Entity's ability to abide by the terms of this Agreement or remaining in RHCPP.

## **ARTICLE EIGHT: OTHER PROVISIONS**

8.1 *Conflict with other authorities.* In the event this Agreement conflicts with the Program Regulations, federal or state law or applicable regulations, the applicable and controlling law or regulations shall govern the behavior of the parties as to the conflicting issue.

8.2 *Administrative proceedings or litigation.* In the event that the Participating Entity becomes involved in any administrative proceeding or litigation the outcome of which may bear on this Agreement, the RHCPP, or any of the terms thereof, the Participating Entity shall immediately inform WVTA in writing of such proceeding and the issues involved.

8.3 *Severability.* If any portion of this Agreement shall for any reason be invalid, illegal, unenforceable, or otherwise inoperative, the valid and enforceable provisions shall continue to be given effect and to bind the parties.

8.4 *Choice of Law.* This agreement shall be governed by and construed in accordance with the laws of the State of West Virginia.

8.5 *Executed in Replicate.* This Agreement may be executed in replicate and each copy hereof shall, for all purposes, be treated as an original and be, as herein provided, binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns.

8.6 *Transfer or Assignment.* This Agreement may not be assigned by the Participating Entity without the written consent of WVTA. WVTA may transfer this agreement to its successor in interest in the administration of the RHCPP in West Virginia or to another entity, or to USAC or FCC as may be required under law.

8.7 *Entire Agreement.* This agreement constitutes the entire Agreement between the parties hereto. No oral representations or other agreements have been made by the parties except as stated herein. No term or provision hereof may be waived except in writing signed by a duly authorized officer or agent.

8.8 *Amendment.* This Agreement may be modified at any time upon mutual consent in writing of the parties hereto. Any agreement contrary to this Agreement is not binding upon either party unless it is in writing and signed by both parties.

8.9 *Notice.* The parties shall use the addresses stated beneath the signature lines herein of each party hereto for notice purposes, including any notice for change of notice address. A notice shall be effective only if by express courier or hand delivery.

8.10 *Headings.* Any headings, titles or subtitles that appear in this document are intended only for the convenience of the parties hereto and shall in no way be read to add to, limit or contribute in anyway to the meaning of this Agreement.

8.11 *Survival.* The representations and certifications provisions of this Agreement and the waiver and indemnification provisions hereof relating to the Participating Entity shall survive termination of this Agreement.

8.12 *Successors and Assigns.* This Agreement and all of the promises, covenants, understandings and agreements herein shall be binding on the successors and assigns of each party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth in their signature blocks.

**[Signature Pages Follow]**



**Sustainability Plan -- Addendum D  
WVTA's RFP #2 for Wide Area Network (WAN)  
telecommunications services and Internet access**

Provided is a list of eligible RHCPP RFP locations in West Virginia that would qualify for the regular USAC rural health subsidy program:

Belington Community Medical Services Association, Inc.: Belington Community Medical Services Association, Inc.

Belington Community Medical Services Association, Inc.: Brandon Wellness Center

Lincoln County Primary Care Center, Inc.: Guyan Valley Wellness Center

Lincoln County Primary Care Center, Inc.: Duvall Middle School Health Center

Lincoln County Primary Care Center, Inc.: Lincoln Primary Care Center  
Lincoln County Primary Care Center, Inc.: LCHS Panther Center for Health  
Lincoln County Primary Care Center, Inc.: West Hamlin Elementary Wellness Center  
Lincoln County Primary Care Center, Inc.: Gilbert Medical Center  
Lincoln County Primary Care Center, Inc.: Community Health Foundation of Man  
Monroe County Health Center: James Monroe High School Wellness Center  
Monroe County Health Center: Craig County Elementary/Middle/High School Wellness Center  
Monroe County Health Center: Peterstown Elementary/Middle School Health Center  
Monroe County Health Center: Monroe County Health Center  
Monroe County Health Center: Monroe County Health Center  
Monroe County Health Center: Mountain View Elementary/Middle School  
Pendleton Community Care, Inc.: Pendleton Community Care  
Primary Care Systems, Inc.: Primary Care Systems, Inc.  
Primary Care Systems, Inc.: Clay County Elementary School Wellness Center  
Primary Care Systems, Inc.: Clay County Middle School Wellness Center  
Primary Care Systems, Inc.: Clay County High School Wellness Center  
Primary Care Systems, Inc.: Big Otter Elementary School Wellness Center  
Primary Care Systems, Inc.: Big Otter Clinic  
Tri-County Health Clinic, Inc.: Tri-County Care Xpress  
Tri-County Health Clinic, Inc.: Braxton Health Associates  
Tri-County Health Clinic, Inc.: Little Meadow Health Clinic  
Tri-County Health Clinic, Inc.: Tri-County Health Clinic  
Tri-County Health Clinic, Inc.: Marlinton Health Center  
Tri-County Health Clinic, Inc.: West Milford Health Center  
Tug River Health Association, Inc.: Tug River Health Association, Inc.  
Tug River Health Association, Inc.: Tug River Health Clinic Northfork  
Tug River Health Association, Inc.: Catterson Health Center  
Tug River Health Association, Inc.: Tug River Mount View Health Center  
FamilyCare: Boone County FamilyCare HealthCenter  
Roane General Hospital: Roane General Hospital  
Stonewall Jackson Memorial Hospital: Stonewall Jackson Memorial Hospital  
Webster County Memorial Hospital: Webster County Memorial Hospital (Main site)  
Valley Health Systems: Valley Health - Fort Gay  
Valley Health Systems: Valley Health - Harts/Robert C. Byrd Center  
Valley Health Systems: Valley Health - Steeptown  
WVUHS: Jefferson  
UHA: Reedsville  
Minnie Hamilton Health System: Minnie Hamilton Health System  
Minnie Hamilton Health System: Minnie Hamilton Health System Glenville Office  
Minnie Hamilton Health System: Calhoun School Base Clinic  
Minnie Hamilton Health System: Gilmer School Base Clinic  
Wheeling Hospital, Inc.: Wellsburg Clinic

*For projects as of October, 2012*

			2013		2014	2015	2016	2017	2018	2019
Q2	Q3	Q4	Q1	Q2-Q4						
			Transition							
\$300,483.13			\$300,483.13	\$303,768.91	(In early 2012....MRC subsidy is likey to be extended according to remaining funds for the number of months that budget will allow)					
\$53,026.43			\$53,026.43	\$53,026.43						
85%					Support reverts to sites and State of WV					
15%										
85%			\$33,405.00	\$33,405.00	\$100,215.00	\$133,620.00	\$100,215.00	\$33,405.00	\$33,405.00	\$33,405.00
15%			\$5,895.00	\$5,895.00	\$17,685.00	\$23,580.00	\$17,685.00	\$23,580.00	\$23,580.00	\$23,580.00
			100%	\$557,955.62	\$743,970.83	\$743,970.83	\$743,970.83	\$743,970.83	\$743,970.83	\$743,970.83
			75%	\$385,610.61	\$514,147.48	\$514,147.48	\$514,147.48	\$514,147.48	\$514,147.48	\$514,147.48
			25%	\$128,536.86	\$171,382.49	\$171,382.49	\$171,382.49	\$171,382.49	\$171,382.49	\$171,382.49
			calculated for 3/4s of the year							
\$21,210.57			\$21,210.57	\$21,210.57	(Admin fees will continue in 2014 if MRC subsidy is extended for 36 months)					
12,000.00										
\$10,000.00										
\$24,000.00			\$23,000.00	\$24,000.00						

2020

\$33,405.00 #####

#####

\$23,580.00 #####

#####

\$743,970.83

\$514,147.48

\$171,382.49



## RFP 04 Sustainability Plan Inter-carrier Metro/MPLS Hub

### Minimum 15% Funding Match

WVTA is committed to providing the 15% matching dollars for their required share of RHCPP project. The alliance will be using dollars from a Health Care Authority grant for this purpose. The HCA is a State of West Virginia agency acting in accordance of state law and by the direction of the Governor and Legislation of the State of West Virginia.

### Project Sustainability Period

As the 36 months of anticipated RHCPP support is used, the WVTA will be tracking usage and determine the most utilized linkages and then negotiating with both these heavy users and the State of West Virginia telecommunications organizations, groups like WVTNET and the Governors' office of Technology, for turning management and cost over to those entities for the next 7 years. A total of 10 years of support and activity is the end hope for this project.

### Principal Factors

1. The state of West Virginia is in the process of implementing a Statewide MPLS contract, and the WVTA plans to leverage this contract to reduce costs of services and enhance the level of broadband available to participating organizations. Implementation of the State's contract will cause significant upgrades to occur in areas where services overlap and are not coordinated; these upgrades and the economies of scale will result in lower overall non-recurring costs (NRCs) and monthly recurring costs (MRCs) charged for equivalent services. The WVTA intends to use a significant amount of the RHCPP funding on one-time NRCs levied by the telecommunications carriers to build out the infrastructure necessary in areas not covered by the Statewide MPLS contract. By paying the NRCs using the RHCPP funds (and matching state agency provided funds), the ongoing broadband costs to the WVTA plan's Hub locations will be reduced through the up-front capital cost instead of financing these costs within the recurring cost structure.
2. In addition, many of the WVTA's eligible entities will benefit substantially from aggregating demand under multi-year telecommunications contracts. It is expected that average monthly costs projected under these aggregated telecommunications contracts for participating health

care providers will be estimated to be approximately the same as the current cost for most of these providers (before application of any subsidy) – and with a substantial increase in broadband capacity.

3. WVTA intends to deploy the network connectivity in a fashion that creates incentives for continued participation. By using the limited time higher subsidy that is available under the RHCPP, the WVTA will create a lower cost of telehealth connectivity cost during the first phase of the project and an overall lower average cost over the extended 5-year period to fully implement the plan.
4. WVTA plans to use non-recurring RHCPP funds to build the hub, and it is anticipated that a user fee system will be established to maintain and operate it. Based upon current user alignment and configuration, it is projected that approximately 90 plus members will use the hub to interconnect disparate telecommunications providers. A user fee) will be levied upon institutional health care providers that will use the hub as a statewide interconnection point for specialty telehealth services and health information exchange. The hub's fee-based revenues are expected to increase over time as telehealth and EMR activities increase.
5. WVNET would work to offer all the members using the network to save operating funds by offering the following services over the network such as: Virtual desktops replacing expensive desktop computers. Acting as member site's backup and storage of their data in HIPPA compliant storage. Provide media disaster recovery for their mission critical servers by creating virtual servers on blade servers at WVTNET that will allow for failover when their servers go down or are taken down for maintenance or upgrades. These savings could be used to pay the cost of continued Hub bandwidth and networking services when the grant dollars have ended. Additionally, by creating a Hub consortium, it will provide the HCPs with solutions to meet several of the Meaningful Use Core Objectives As well as the Public Health Objectives when dealing with the HIE requirements. The network will be optimized to transmit PHI, images, EMR materials, all with HIPAA and Meaningful Use requirements. The inter-carrier hub consortium will build a collaborative network enabling the PCPs and other HPCs to securely and quickly move their records to each other or the NHIN gateway.

#### Terms of Membership in the Network

For the primary Hub locations that will be distributing the through put for the various WVTA networks to cross communicate, a legal document has been drafted for the those three primary locations. This document does not bind them to any cost considerations; those will be paid via the WVTA. This document only holds these three sites to host the WVTA equipment, allow access and to provide space and appropriate conditions for successful operations.

#### Excess Capacity

There are no plans of having excess capacity for this project.

## Ownership Structure

The ownership of routing equipment bought through USAC/FCC funding will be with the WVTA. Telecommunication lines are owned by the telecommunication vendors awarded for this project.

## Sources of Future Support

- The West Virginia Medicaid program has joined with the state's insurance program (PEIA) and Mountain State Blue Cross & Blue Shield to create the West Virginia Health Improvement Institute to promote accelerated adoption and use of HIT in coordination with the West Virginia Health Information Network (WVHIN). A collaborating legislative committee has established a goal of 60% adoption and use of EHRs by health care providers by 2010. This HIT use will depend upon the connectivity infrastructure established by the WVTA as part of this project. It is projected that this will increase use of the WVTA network for connectivity. The WVHIN is developing a model that is based upon a combination of subscription and transaction fees that will sustain the WVHIN, and the WVTA intends to coordinate a similar model and piggy-back on this fee structure for the connectivity. For the most recent reporting period for which complete information is available (2006) there were:
  - 293,093 hospital discharges;
  - 600,000 hospital outpatient encounters, 1.0 ER visits (twice the national average);
  - 6 million ambulatory care encounters, 2 million of which were primary care visits (half in practices of less than five providers);
  - 27 million filled prescriptions; and
  - 6.5 million Laboratory tests.

These transactions will increase use of the WVTA network and the corresponding subscription and transaction fees over time.

- The Centers for Medicare & Medicaid Services (CMS) is expanding incentives for e-prescribing and clinical information systems and creating penalties for lack of EHRs in 2009 which will also enhance use of the WVTA network for health information exchange.
- In 2008 the West Virginia Legislature created the Broadband Deployment Council to coordinate broadband development activities, including those of the WVTA, and to explore funding mechanisms to support on-going broadband enhance activities, such as those being undertaken by WVTA's deployment.

## Management of the Network

Management services of running the hub services will be awarded via the RFP process. Continued funding for these service will be provided by end users based on future needs and contracts that will be provided to end users based on actual usage of these services.



Quarterly Report July  
July 30, 2012  
APPENDIX B – Board of Directors

First	Last	Title	Organization	Address	Telephone	Email
Sharon	Hall	President	CAMC Health Education and Research Institute	3200 MacCorkle Avenue, SE Charleston, WV 25304	304/388-9901	sharon.hall@camc.org
Arnie	Hassen, Ph.D.	Director of Medical Informatics	WV School of Osteopathic Medicine	400 North Lee Street Lewisburg, WV 24901	304/647-6215	ahassen@osteo.wvsom.edu
Margaret E.	Jaynes, MD	Professor, Director and Section Chief	Department of Pediatrics Robert C. Byrd Health Sciences Center West Virginia University	Post Office Box 9214 Morgantown, WV 26506	304/293-7331	mjaynes@hse.wvu.edu
Jim	Kranz	VP Professional Activities	WV Hospital Association	100 Association Drive Charleston, WV 25311	304/353-9712	jim.kranz@wvha.org
Phil	Weikle	Chief Operations officer	WV Health Information Network	100 Dee Drive Charleston, WV 25311	304/348/2249	<a href="mailto:pweikle@cawv.org">pweikle@cawv.org</a>
Larry	Malone	Owner	Malone Consulting Services	907 Highland Road Charleston, WV 25302	304/545-3052	lmalone@malonecs.com
Gerald D. "Jerry"	Roueche', Jr.	Assistant to the Secretary	WV Department of Health & Human Resources	Building 3, Room 206, Charleston, WV 25305	304/558-9149	Gerald.D.Roueche@wv.gov
Dan	O'Hanlon	Vice Chancellor for Technology	HEPC	1018 Kanawha Blvd. East Suite 700 Charleston, WV 25301	304-942-1289	<a href="mailto:Danno1800@gmail.com">Danno1800@gmail.com</a>
Jack	Shaffer	Vice President of IT Northeast Natural Energy	External IT Consultant	707 Virginia St. E Suite 1400 Charleston, WV 25301	304-414-7060	<a href="mailto:jshaffer@nne.llc.com">jshaffer@nne.llc.com</a>



Quarterly Report – July 30, 2012  
APPENDIX C – Project Plan Timeline

**RHCPP Implementation Timeline**

**Metro Fiber Build Project**

Create a metropolitan fiber connection environment (1 gig) to facilitate eligible health care services at and among these institutions:

- Marshall University (for its health education programs, courses)
- Marshall University Joan C. Edwards School of Medicine
- St. Mary's Medical Center
- Cabell-Huntington Hospital

Not only will this project provide advanced broadband interconnection among these institutions for health care, the exchange of health information and health education purposes, but the project also will allow rural health centers better remote access (via telehealth systems and applications) to the physicians and specialists at these interconnected organizations.

Completed: Spring 2011

**Telco Services Procurement RFP Project**

As part of the alliance's telecommunication services procurement project, nearly 167 health care locations in the state were aggregated into a RFP (Wide Area Network and Internet Service Request for Proposals).

Connections: Fall – 2012 due for completion

**Inter-carrier Metro/MPLS Hub Project**

RFP04 bid was awarded in April 2012. RFP04 14 day letter received and approved by WVTA this July quarter.

**Telco Services Procurement (Future)**

The WVTA has reviewed and analyzing our remaining RHCPP funds and committed them to our RFP02 project to allow for support thru 9/2015. There are also funds for future site substitutions if needed to awarded sites for bandwidth needs.

**Internet2 Connection for Health Care**

Completion: *undetermined at this time*



## **Appendix D - Sustainability Plan Outline**

July 30, 2012

### **Sustainability Plan for Huntington Metro Fiber Project**

#### **Response to Sustainability Questions**

1. What is your projects source for 15% funding?
  - a. Marshall University Information Technology, Marshall University School of Medicine, Cabell Huntington Hospital and St. Mary's Hospital have agreed to pay for the 15% of the build cost for the Huntington Metro Fiber Network.
2. Do you have any commitments from Network Members?
  - a. I have submitted Letter's of Agency from each of the members listed in question 1. It included their financial commitment.
3. What is the length of your sustainability Period?
  - a. Once the fiber is built, the only ongoing costs are @\$5,000 a year for pole rights. The network Equipment RFP will have its own sustainability and replacement plan. Marshall University Information Technology will not be charging the partner hospitals and medical school for the technical support of the network.
4. Can you create a budget for your sustainability plan at this time? If so, please include it.
  - a. Budget: \$5,000 annually spilt and billed equally for each of the 4 participants. Additionally, Marshall University takes full financial liability for providing the cost of the pole rights if any issue should arise from the partners.
5. Will there be any use of the Network by Non-Eligible Entities?
  - a. No
6. Who will be in charge of managing of the Network?
  - a. Marshall University Information Technology/Telecommunications Division.
7. Are there any assumptions of Continued RHC Funding?
  - a. No
8. Will you be using State and Federal funding to sustain your project?
  - a. Yes
9. Does your project include any Prepaid Lease Options?
  - a. No
10. Does your project plan to have any up Front Charges and/or Monthly Lease Charges?
  - a. No.
11. Please discuss your Selected Options. Excess Bandwidth and Excess Capacity.
  - a. The fiber being built is dedicated to the usage of the FCC Rural Telehealth Pilot project.

#### **Excess Bandwidth /Capacity**

##### **The participant Owns 100% of Dedicated Network; No-Excess Bandwidth or Excess Capacity for Use by Other Network Members or Non-Network Members**

The participant contracts with vendor to construct dedicated network capacity for current eligible HCP members, with the participant getting ownership of the fiber. The participant owns 100% of the fiber. The universal service funds pay for not more than 85% of such eligible costs. Any capacity paid for by universal service funds belong to the participant. The price is based on construction costs and the participant is paying

more than a fair share of construction costs. The participant has ownership of what is being constructed. The participant has certified selection of the most cost-effective bid and documents will be provided to USAC so they can verify that cost was a primary factor in selection.

#### Budget Breakdown for Future Costs

Item	Description	Life Span	Cost
Fiber Construction		20 Years	\$273,100
Make Ready	<p>Pole installation shall be in accordance with all Local, AEP, Verizon Communications and RUS requirements.</p> <p>Pre existing pole lines must be capable of supporting proposed cables. To determine the adequacy of an existing pole line inspect for loading capabilities. Verification should include the following:</p> <ul style="list-style-type: none"> <li>• Poles physical integrity (i.e. Poles bent or split)</li> <li>• Presence of guys or anchors</li> <li>• Existence of a ground system</li> <li>• Clearance from other utilities</li> <li>• Specifications of pole – height, class, age, composition</li> <li>• Ownership and Joint use issues</li> </ul> <p>It is the Contractors responsibility to supply all application documentation to and coordinate with the utility pole owners (AEP, Verizon Communications and/or other). This is a pass through cost from the utility company.</p>	NA	@274,000
Pole Rights Cost	Utility pole fees are charged on an annual basis and will be split equally among the providers. Federal dollars are not being requested for this annual cost.	Annual	@\$5,000
Network Equipment	This will be done as a separate RFP and a separated sustainability plan will be provided for that portion of the project	7 Years	To Be Bid
Network Operation	Marshall University Telecommunications cost will provide the ongoing technical network support for the project will not be charging the partner hospitals and medical school for the technical support of the network.	Annual	NA

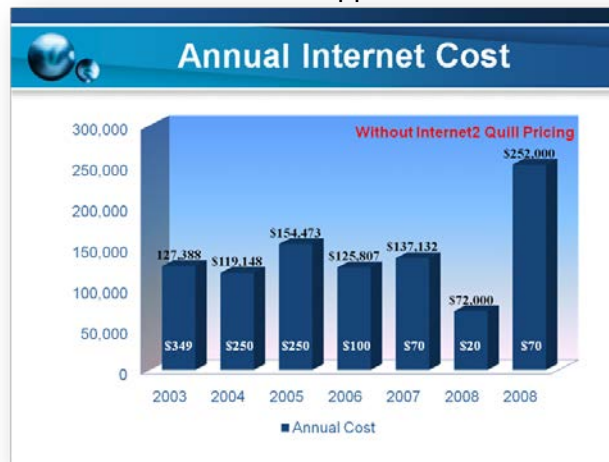
## 2) Internet2

Marshall University will serve as the lead organization with a network of users and affiliated health care organizations in southern and central WV – collectively, these organizations will sustain the approximately \$265K operating cost annually (this represents slightly less than 10% of the WVTA operational budget). Approximately 15% of the RHC funds will be allocated to build out the I2 connection and the organizations affiliated with Marshall have a continuing commitment to this portion of the project.



Funds from the FCC grant (or alternative source) will permit integration of the facilities of various disparate hospital and healthcare networks with Marshall University and other academic health care organizations and **Internet2**. Marshall University has historically provided the technical support and planning to our School of Medicine and our local community hospitals, including St. Mary's and Cabell Huntington Hospital for integration and infrastructure planning. A redundant fiber ring from the Marshall University to the School of Medicine, Cabell Hunting Hospital and Saint Mary's Medical Center will have a financial payback within two years. Several years ago, Marshall University provided a single fiber connection to the School of Medicine for Billing and Internet access. The project was paid for in a short eight months due to the historical monthly telecommunications costs that were traditionally being paid to telecommunication service providers were no longer necessary. This project completes the fiber loop and provides the required redundancy necessary for medical applications. Additionally, both Cabell Huntington Hospital and Saint Mary's Medical Center are supporting costs of Internet Access. These dollars will be redirected to support both Internet2 and commodity Internet that will be tunneled via the Internet2. Internet2 Quill commodity Internet pricing is 1/4 the cost of their current pricing of their Service provider. Marshall University will both **Internet2** interconnectivity as well as integration of existing networks to any participating healthcare partner.

Another goal of this project is to create a integrated clinical network that will enhance education, and economic development and will West Virginia's role and reputation in technology combined with our national in rural health. The WV TeleHealth project is infrastructure component of the West Virginia Health Information Network. This network design will provide both intrastate and interstate research and education capabilities that go far beyond the capabilities of even **Internet2**.



connection. less than Internet provide improved

premier research, expand networking reputation the

All partners will expand the delivery of interactive educational programming, such as grand rounds and continuing medical education, clinical information systems, library services, and consultation. Beneficiaries will be students, residents, health care professionals and, above all, the patients served by the institutions and facilities connected to this **Internet2** system.

### Non-eligible Health Care Providers or Other Participants

We only anticipate eligible healthcare and education providers utilizing the system during the pilot project, but we do have plans for the extension and sustainability of Internet2 connection as a regional economic development. A cost structure will be created post pilot for long term sustainability and growth. If we do have non-medical faculty who would like to participate in Internet2 for education and research activities, we will be able to charge selected ports. We have the ability to control access to the Internet and Internet2 on a port by port basis within a networked facility. Marshall University faculties, including non-medical researchers, are submitting NSF and NIH grants that will include the financial support for Internet2 connectivity and the expansion of a more robust cyberinfrastructure. This will help support the long-term sustainability of the Internet2 connections and subscription costs.

By utilizing the existing budgeted commodity Internet dollars, we will redirect these towards the Internet2 project and purchase commodity Internet via Quill pricing. Quill pricing is commodity Internet tunneled by Internet2 by a fraction of our current contract price. Those institutions connecting will absorb a percentage cost

of the Internet2 connection based on their bandwidth requirements. Campus researchers will be including an Internet2 cost as part of their future grant requests.

**Sustainability Plan for the Entities Under The West Virginia Telehealth Alliance's  
RFP for Internet and Wide Area Network (WAN) telecommunications services and Internet access**

**Sustainability Plan**

1. What is your project's source for 15 percent funding?

WVTA members have committed to provide the 15 percent matching dollars for their required share of Rural Health Care Pilot Program (RHCPP) projects. The alliance also will be using a state grant to help defray certain costs associated with non-recurring charges related to RHCPP projects.

2. Do you have any commitments from Network members?

Each participant has signed an LOA, has agreed to be listed on the 466 attachment and has signed a participation agreement and a RHCPP contract(s). (See LOA entities on Addendum A.)

3. What is the length of your sustainability period?

After the 24 months of anticipated RHCPP subsidy support, each entity will have 3 years committed to its telecom contract(s) at RFP rates. After the 24-months of the RHCPP subsidy period, WVTA will work to transition each eligible rural site into the regular universal service rural health program. (See more detailed explanation below.)

4. Can you create a budget for your sustainability plan at this time?

Yes. Please see Addendum B.

5. Will there be any use of the Network by Non-Eligible Entities?

Any non eligible entities will not receive federal dollars from the RHCPP. They may, however, purchase telecom services from the contract awarded by the RFP.

6. Who will be in charge of managing of the Network?

The WVTA's plan is to obtain Layer 3 support via the winning vendor(s) with ongoing overall management oversight by the WVTA.

7. Are there any assumptions of continued RHC funding?

Yes, via the regular universal service rural health program. (See more detailed explanation below.)

8. Will you be using State and Federal funding to sustain your project?

Yes, state and private funds will be used to help sustain the project...as well administrative fees/funds from the participating RHCPP entities. It also is anticipated that other USAC rural health program funds will be leveraged to help sustain this project once the RHCPP funds have expired.

9. Does your project include any Prepaid Lease Options?

No.

10. Does your project plan to have any up front charges and/or monthly lease charges?

No

11. Please discuss your selected options.

Each participant will subscribe to the level of advanced broadband services for its specific applications based on an entity's eligible program needs. There will be no excess capacity.

### **Sustainability -- Dedicated Broadband Health Care Network Connectivity**

With the use of the FCC's RHCPP funds, the WVTA is working to develop more than just a single network, but will work to develop and connect a number of rural health care networks and ultimately interconnect these into a statewide health care network focused on advancing telehealth use, enabling the transmission of electronic medical records and facilitating broader collection and analysis of rural health information.

The WVTA intends to use its RHCPP funds for two main purposes:

- 1) To help fund one-time NRCs levied by the telecommunications carriers to build out the needed infrastructure and network connections, particularly in areas not covered by the Statewide MPLS contract. By using the RHCPP funds (and matching state agency provided funds), the ongoing monthly recurring broadband costs(MRCs) to the locations will be reduced through the up-front capital cost instead of financing these costs within the recurring cost structure.
- 2) To pay the MRCs of the 93 locations for a defined period of time (24 months).

By aggregating "demand" from among these multiple health care entities under this pilot project, the purchasing power and economies of scale will result, overall, in lower on-time connection charges and reduced monthly broadband fees charged for equivalent services.

In addition, many of the WVTA's eligible entities will benefit substantially from service level improvements, a more robust, scalable system and greater reliability and up-time.

Other benefits from improving broadband services and network interconnections from among participating health care facilities will be to:

- Provide advanced broadband connectivity to facilitate enhanced healthcare delivery to rural medically underserved regions using telehealth/telemedicine technologies;
- Help rural locations have increased access to health care and supporting services while containing or decreasing healthcare costs;
- Aid in the dissemination of relevant information, training, and technical assistance to healthcare organizations and providers to assist them with the adoption, deployment and utilization of new and emerging telehealth technologies for patient treatment and care coordination;
- Increase the use of distance learning in public health and medical care;
- Help to spur the use of electronic medical records; and
- Facilitate access to training for healthcare workers, medical professionals, and patient education in rural and medically underserved areas.
- Produce more effective group purchasing (lower costs) for advanced broadband services and improved quality of service and reliability.

As stated earlier, the overall plan of the West Virginia Telehealth Alliance will involve more than just creating a single network, but will involve a linking a number of rural health care networks and ultimately interconnect

these into a statewide health care network (being built by the West Virginia Health Information Network). The goals are to advance telehealth use, enable the transmission of electronic medical records, provide for a broader collection and analysis of rural health information and improve health outcomes across rural West Virginia.

The FCC's RHCPP funds are being deployed to facilitate the establishment of health care networks and telehealth relationships, particularly where rural centers or clinics may lack access to certain medical expertise or advanced medical technologies available in larger hospitals/facilities. The RHCPP funds also are being used to bolster existing broadband connections generally from basic DSL or cable connections to advanced T1 or fiber optic connections, and to require very high levels of broadband service quality and reliability.

Through aggregation of demand and group purchasing power, the alliance has sought to procure telecom services and rates at favorable rates and terms that will negate or minimize any added broadband costs (MRCs) associated with the planned enhancement of broadband infrastructure among participating rural health care centers/clinics and rural hospitals. The alliance also will continue to work to ensure that West Virginia participants, particularly rural hospitals and health care clinics, will gain an understanding of and interest in involvement in the regular USAC Rural Health Care Program, once the RHCPP ends.

Finally, over the next several years the health care industry will progress in its migration toward more widespread use of electronic health records, more extensive use of telemedicine/telehealth and, ultimately, general health information exchange. All of this should facilitate greater and more widespread use of advanced broadband connectivity and telehealth services. This transformation should result in these centers viewing advanced broadband connectivity as a necessary and justifiable cost of business; thereby ensuring a high level of sustainability. Combined, this also should help these centers further improve health care delivery, services and outcomes in rural West Virginia.

#### **Other Sustainability Factors**

Provided are additional "sustainability" factors that were incorporated into the WVTA's RHCPP procurement and project planning:

#### **MPLS**

The WVTA developed its RFP standards to mirror those of the state of West Virginia, which is in the process of completing a statewide MPLS upgrade for its offices and facilities. By doing this, the WVTA was able to benefit from reduced costs of services and an enhancement in the level of broadband available to participating entities. Specifically, implementation of the State's MPLS contract has caused significant upgrades to occur in areas where services overlap and are not coordinated; these upgrades and the economies of scale helped to provide for lower overall non-recurring costs (NRCs) and monthly recurring costs (MRCs) charged for equivalent services.

#### **Aggregated Demand/Group Purchasing**

In addition, many of the WVTA's contract entities will benefit substantially by the fact that the alliance aggregated demand under multi-year telecommunications contracts. As a result, average monthly costs for enhanced broadband services for participating health care providers appear, in many cases, to be approximately the same as the current cost for most of these providers (before application of any subsidy). These RHCPP contracts should be a key factor in helping to maintain service connections and ongoing sustainability.

### **Service Level Agreements**

As part of its RFP, the West Virginia Telehealth Alliance included contract terms and conditions that will ensure 99.99 percent connectivity and a high level of quality of service in these rural areas. Few of these entities could have secured these SLA terms on their own. Therefore, these improvements in broadband quality and service reliability will be added factors in favor of sustainability.

### **Participation Agreements**

The WVTA required each RHCPP contract entity to sign a participation agreement (see Addendum C) with the WVTA in addition to the required LOA. This participation agreement outlines that the health care provider is to maintain the broadband connection(s) provided for in the RHCPP for a minimum of 5 years regardless of the subsidy period provided by the FCC/WVTA.

This agreement also contains a provision that the entity, where applicable, will intend to transition/migrate into the regular USAC rural health program if it enhances sustainability and is beneficial.

- a. Although the subsidy rates will be less than with the RHCPP, the WVTA's plan is to roll as many eligible entities as possible into the regular USAC USF program once the RHCPP subsidy ends. The WVTA has reviewed the contract entities and has identified that nearly all could qualify under the current universal service rural health subsidy (see Addendum D).
- b. The WVTA will act as an advisor for those sites to assist them with transferring into the USF after the RHCPP period expires. A portion of the required administrative fee, which is part of the WVTA's participation agreement, will be used to fund this advisory role.

### **Individual Contracts**

The alliance's procurement process was done in a way that required each health care entity in the RHCPP to assume full responsibility for signing a contract with a winning telecommunications provider. These "individualized" contracts will aid in the transfer of eligible entities into the regular universal services rural health subsidy program.

### **High-Bandwidth Use**

Sustainability also will be enhanced by the fact that several of the "networks" that are part of this contract phase include participants that are utilizing applications that require the enhanced level of broadband provided for as part of the RHCPP. These include:

Rural health centers that are part of the Community Health Network of West Virginia and W.Va. Primary Care Assn. member health centers. These centers are using an electronic health record (ASP model) and other telehealth applications.

Rural clinics and hospitals that are part of the Partners In Health Network, which is establishing a perinatal telehealth referral project across the state.

Hospitals and clinics associated with West Virginia United Health System, which has implemented the EPIC EHR system.

## **Inter-carrier Metro/MPLS Hub**

### **RFP 04 Sustainability Plan Inter-carrier Metro/MPLS Hub**

#### **Minimum 15% Funding Match**

WVTA is committed to providing the 15% matching dollars for their required share of RHCPP project. The alliance will be using dollars from a Health Care Authority grant for this purpose. The HCA is a State of West Virginia agency acting in accordance of state law and by the direction of the Governor and Legislation of the State of West Virginia.

#### **Project Sustainability Period**

As the 36 months of anticipated RHCPP support is used, the WVTA will be tracking usage and determine the most utilized linkages and then negotiating with both these heavy users and the State of West Virginia telecommunications organizations, groups like WVTNET and the Governors' office of Technology, for turning management and cost over to those entities for the next 7 years. A total of 10 years of support and activity is the end hope for this project.

#### **Principal Factors**

2. The state of West Virginia is in the process of implementing a Statewide MPLS contract, and the WVTA plans to leverage this contract to reduce costs of services and enhance the level of broadband available to participating organizations. Implementation of the State's contract will cause significant upgrades to occur in areas where services overlap and are not coordinated; these upgrades and the economies of scale will result in lower overall non-recurring costs (NRCs) and monthly recurring costs (MRCs) charged for equivalent services. The WVTA intends to use a significant amount of the RHCPP funding on one-time NRCs levied by the telecommunications carriers to build out the infrastructure necessary in areas not covered by the Statewide MPLS contract. By paying the NRCs using the RHCPP funds (and matching state agency provided funds), the ongoing broadband costs to the WVTA plan's Hub locations will be reduced through the up-front capital cost instead of financing these costs within the recurring cost structure.
3. In addition, many of the WVTA's eligible entities will benefit substantially from aggregating demand under multi-year telecommunications contracts. It is expected that average monthly costs projected under these aggregated telecommunications contracts for participating health care providers will be estimated to be approximately the same as the current cost for most of these providers (before application of any subsidy) – and with a substantial increase in broadband capacity.
4. WVTA intends to deploy the network connectivity in a fashion that creates incentives for continued participation. By using the limited time higher subsidy that is available under the RHCPP, the WVTA will create a lower cost of telehealth connectivity cost during the first phase of the project and an overall lower average cost over the extended 5-year period to fully implement the plan.
5. WVTA plans to use non-recurring RHCPP funds to build the hub, and it is anticipated that a user fee system will be established to maintain and operate it. Based upon current user alignment and configuration, it is projected that approximately 90 plus members will use the hub to interconnect disparate telecommunications providers. A user fee) will be levied upon institutional health care providers that will use the hub as a statewide interconnection point for specialty telehealth services and health information exchange. The hub's fee-based revenues are expected to increase over time as telehealth and EMR activities increase.
6. WVTNET would work to offer all the members using the network to save operating funds by offering the following services over the network such as: Virtual desktops replacing expensive desktop computers. Acting as member site's backup and storage of their data in HIPAA compliant storage. Provide media disaster recovery for their mission critical servers by creating virtual servers on blade servers at WVTNET that will allow for failover when their servers go down or are taken down for maintenance or upgrades. These savings could be used to pay the cost of continued Hub bandwidth and networking services when the grant dollars have ended. Additionally, by creating a Hub consortium, it will provide the HCPs with solutions to meet several of the Meaningful Use Core Objectives As well as the Public Health Objectives when dealing with the HIE requirements. The network will be optimized to transmit PHI, images, EMR materials, all with HIPAA and Meaningful Use requirements. The inter-carrier hub consortium will build a

collaborative network enabling the PCPs and other HPCs to securely and quickly move their records to each other or the NHIN gateway.

#### Terms of Membership in the Network

For the primary Hub locations that will be distributing the through put for the various WVTA networks to cross communicate, a legal document has been drafted for the those three primary locations. This document does not bind them to any cost considerations; those will be paid via the WVTA. This document only holds these three sites to host the WVTA equipment, allow access and to provide space and appropriate conditions for successful operations.

#### Excess Capacity

There are no plans of having excess capacity for this project.

#### Ownership Structure

The ownership of routing equipment bought through USAC/FCC funding will be with the WVTA. Telecommunication lines are owned by the telecommunication vendors awarded for this project.

#### Sources of Future Support

- The West Virginia Medicaid program has joined with the state's insurance program (PEIA) and Mountain State Blue Cross & Blue Shield to create the West Virginia Health Improvement Institute to promote accelerated adoption and use of HIT in coordination with the West Virginia Health Information Network (WVHIN). A collaborating legislative committee has established a goal of 60% adoption and use of EHRs by health care providers by 2010. This HIT use will depend upon the connectivity infrastructure established by the WVTA as part of this project. It is projected that this will increase use of the WVTA network for connectivity. The WVHIN is developing a model that is based upon a combination of subscription and transaction fees that will sustain the WVHIN, and the WVTA intends to coordinate a similar model and piggy-back on this fee structure for the connectivity. For the most recent reporting period for which complete information is available (2006) there were:
  - 293,093 hospital discharges;
  - 600,000 hospital outpatient encounters, 1.0 ER visits (twice the national average);
  - 6 million ambulatory care encounters, 2 million of which were primary care visits (half in practices of less than five providers);
  - 27 million filled prescriptions; and
  - 6.5 million Laboratory tests.

These transactions will increase use of the WVTA network and the corresponding subscription and transaction fees over time.

- The Centers for Medicare & Medicaid Services (CMS) is expanding incentives for e-prescribing and clinical information systems and creating penalties for lack of EHRs in 2009 which will also enhance use of the WVTA network for health information exchange.
- In 2008 the West Virginia Legislature created the Broadband Deployment Council to coordinate broadband development activities, including those of the WVTA, and to explore funding mechanisms to support on-going broadband enhance activities, such as those being undertaken by WVTA's deployment.

#### Management of the Network

Management services of running the hub services will be awarded via the RFP process. Continued funding for these service will be provided by end users based on future needs and contracts that will be provided to end users based on actual usage of these services.

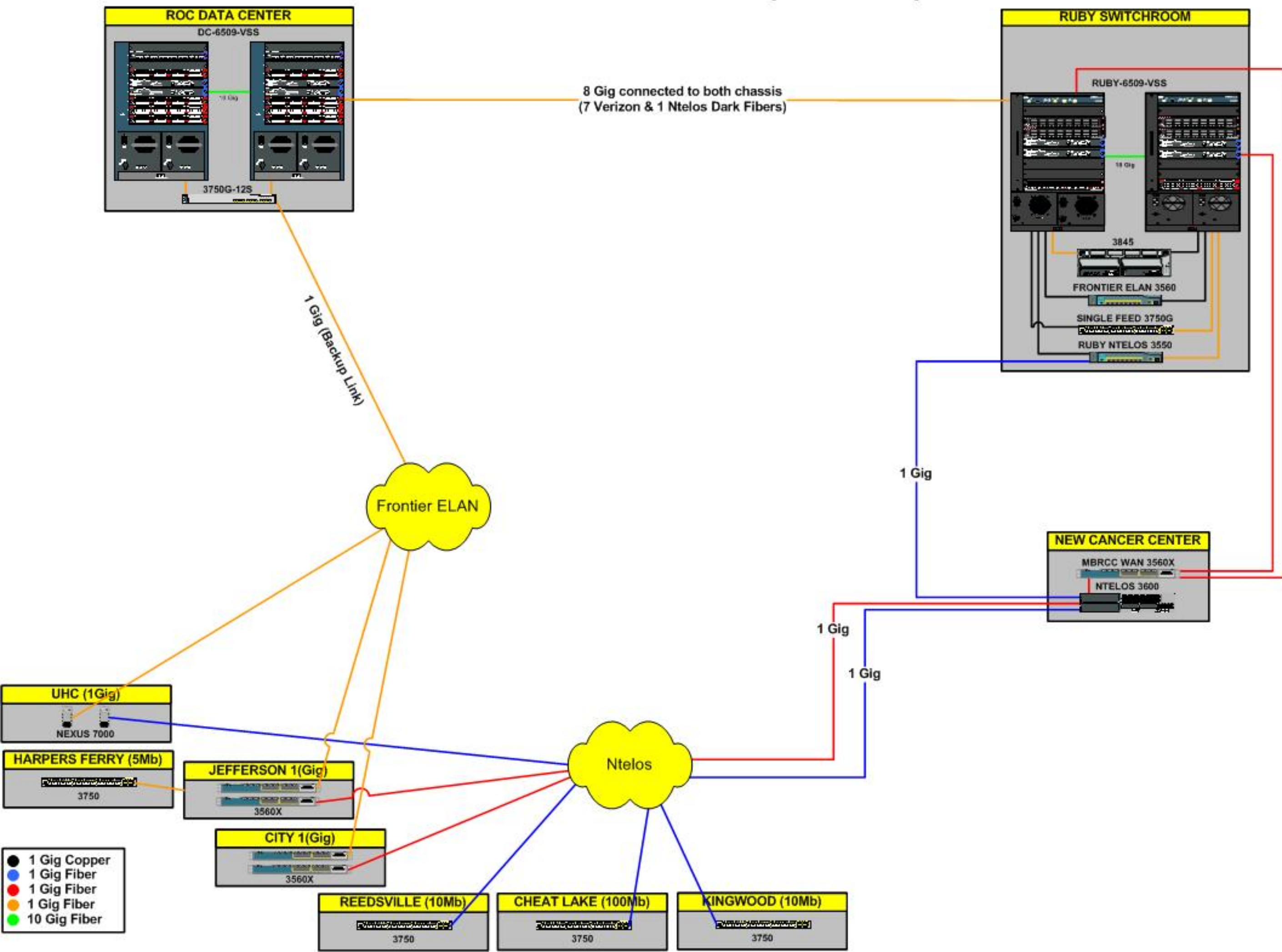




## WV Telehealth Alliance - Huntington Metro Fiber Build

a. Health care provider and site			b. Eligible provider	c. Type of Network Connection	d. How connection is provided	e. speed of connection	f. Gateway Internet2	
HCP Name	Site	465 Application #	Yes/No				Internet Yes/No	Internet2 Yes/No
Marshall University One John Marshall Dr. Huntington, WV 25755	Marshall University	17267-03-0001	Yes	Fiber	self-constructed	10G	No	Yes
Marshall University One John Marshall Dr. Huntington, WV 25755	Drinko Library	17267-03-0005	Yes	Fiber	self-constructed	10G	No	Yes
Marshall University One John Marshall Dr. Huntington, WV 25755	Cabell Hall	17267-03-0006	Yes	Fiber	self-constructed	10G	No	Yes
Cabell Huntington Hospital 1340 Hall Greer Boulevard Huntington, WV 25701	Cabell Huntington Hospital	17267-03-0002	Yes	Fiber	self-constructed	10G	No	No
St Mary's Medical Center 2900 First Avenue Huntington, WV 25702	St. Mary's Hospital	17267-03-0003	Yes	Fiber	self-constructed	10G	No	No
St Mary's Medical Center 2900 First Avenue Huntington, WV 25702	St. Mary's Medical Education Center	17267-03-0003	Yes	Fiber	self-constructed	10G	No	No
Marshall University School of Medicine Robert C. Byrd Center for Rural Health 1600 Medical Center Dr Huntington, WV 25701	Robert C. Byrd Center for Rural Health	17267-03-0004	Yes	Fiber	self-constructed	10G	No	Yes
Robert C. Byrd Biotechnology Science Center 1700 3rd Ave. Huntington, WV 25703	Robert C. Byrd Biotechnology Science Center	17267-03-0007	Yes	Fiber	self-constructed	10G	No	Yes

**WVUHS WAN (Phase1) 4-25-11**



# Wheeling Hospital Inc. Network Layout 4/19/2011

